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सं. 10] नई दिल्ली, फरवरी 28—मार्च 5, 2016, शनिवार/फाल्गुन 9—फाल्गुन 15, 1937
No. 10] NEW DELHI, FEBRUARY 28—MARCH 5, 2016, SATURDAY/PHALGUNA 9—PHALGUNA 15, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 1 मार्च, 2016

का.आ. 396.—नियुक्ति संबंधी मंत्रिमंडलीय समिति के अनुमोदन के अनुसार, केंद्र सरकार एतद्वारा श्री आशीष कालिया, पीठासीन अधिकारी ऋण वसूली अधिकरण (डीआरटी-III), दिल्ली को पीठासीन अधिकारी के रूप में उनके कार्य-काल के सह-समापन आधार पर अथवा बीआईएफआर के समापन तक अथवा अगले आदेशों तक, जो भी पहले हो, सदस्य, औद्योगिक और वित्तीय पुनर्निर्माण बोर्ड (बीआईएफआर) के पद का अतिरिक्त प्रभार सौंपती है।

[फा. सं. 20/02/2011-आईएफ-II (खंड-I)]

अतीश सिंह, निदेशक (आईएफ-II)

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 1st March, 2016

S.O. 396.—In accordance with ACC approval, the Central Government hereby assigns additional charge of the post of Member, Board for Industrial and Financial Reconstruction (BIFR) to Shri Ashish Kalia, Presiding Officer, Debts Recovery Tribunal (DRT-III), Delhi, co-terminus with his tenure as Presiding Officer, or till the abolition of BIFR, or until further orders, whichever is the earliest.

[F. No. 20/02/2011-IF-II (Vol. I)]

ATEESH SINGH, Director (IF-II)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय




(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 22 फरवरी, 2016

का.आ. 397.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो नीचे दिए गए निम्नलिखित प्रबंध पद्धति प्रमाणन के लिए मानक मुहर तत्संबंधी मानकों के अनुसार एतद्वारा तत्काल प्रभाव से अधिसूचित करता है। ये मानक मुहर, अधिसूचना संख्या का.आ. 1795 दिनांक 13 जून, 2007 और अधिसूचना संख्या का.आ. 908 दिनांक 6 मार्च, 2014 द्वारा निम्नलिखित प्रबंध पद्धति प्रमाणन के लिए पूर्व अधिसूचित मानक मुहरों का अधिक्रमण करते हैं :

अनुसूची

क्र. सं.	मानक मुहर का डिजाइन	प्रबंध पद्धति की किस्म	भारतीय मानक की संख्या
क.		पर्यावरण प्रबंध पद्धति	आईएस/आईएसओ 14001
ख.		व्यवसायिक स्वास्थ्य एवं पर्यावरण प्रबंध पद्धति	आईएस 18001
ग.		ऊर्जा प्रबंध पद्धति	आईएस/आईएसओ 50001

[संदर्भ : एमएससीडी/2 : 1 : 3]




सी. बी. सिंह, अपर महानिदेशक, बीआईएस

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 22nd February, 2016

S.O. 397.—In pursuance of sub-rule (1) of Rule 9 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notifies the Standard Marks for the following Management Systems Certifications in accordance with the relevant Indian Standards as given in the schedule below with immediate effect. These Standard Marks supersede the Standard Marks notified earlier vide Notification, S.O. No. 1795 dated 13th June, 2007 and Notification S.O. No. 908 dated 6th March, 2014 for the following Management System Certifications:

SCHEDULE

Sl No.	Design of Standard Mark	Type of Management Systems	No. of Indian Standards
1.		Environmental Management Systems	IS/ISO 14001
2.		Occupational Health and Safety Management Systems	IS/ISO 18001
3.		Energy Management Systems	IS/ISO 50001

[Ref. : MSCD/2 : 1 : 3]

C. B. SINGH, Addl. Director General, BIS

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 24 फरवरी, 2016

का.आ. 398.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 01/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/52/2011-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 24th February, 2016

S.O. 398.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 01/2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/52/2011-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****Present:**

Sri R.K. Saran, Presiding Officer

In the matter of an Industrial Dispute U/s 10 (1) (d) of I.D. Act, 1947

Reference No. 01 of 2012**PARTIES**

: The Vice President,
Janta Mazdoor Sangh, Vihar Building
PO: Jharia, Distt: Dhanbad
Vs.

The General Manager,
Bastacolla Area of M/s BCCL,
PO: Dhansar, Distt: Dhanbad.

Order No. L-20012/52/2011-IR(CM-I)
dt. 20.12.2011.

APPEARANCES:

On behalf of the : Mr. K.N. Singh, Ld. Advocate
Workman/Union

On behalf of the : Mr.D.K.Verma, Ld. Advocate
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 1st Feb., 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/52/2011-IR (CM-I) dt.20.12.2011.

SCHEDULE

“Whether the action of the Management of Bastacolla Colliery of M/s. BCCL in dismissing Sri Punila Teli from the services of the company vide order dated 15/19.02.2007 is justified? To what relief the workman concerned is entitled to?”

On receipt of the Order No. L-20012/52/2011-IR (CM-I) dt.20.12.2011 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 01 of 2012 was registered on 04.01.2012 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned, and contested the case.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union /Petitioner and the O.P./Management through their own Counsels respectively appeared and contested the case.

2. Here is another Reference case of dismissal from services of Shri Punila Teli, a permanent employee of Bastacolla Colliery under M/s BCCL Management with designation as M/Loader. He was allegedly served a charge sheet by the Management on the ground of absentism, against which the workman categorically replied to the charges. On not being convinced with the reply at all, the Management went ahead for setting up a Domestic Enquiry and thereafter conducted the enquiry with the active participation of the workman's colleague giving full opportunity and on the line of the natural justice to substantiate the absentism charges with factual positions. Thus finally, the Management came to conclusion to inflict punishment of dismissal upon the workman for which he never mentally prepared. The workman cried the alleged action as foul, prejudice, against the natural justice and without going into bottom of the factum of the issue after his several representations against dismissal went unheeded, pushing the matter for conciliation with the ALC(

C), Dhanbad where it was proved once again failure due to adamant attitude and firmed stand posed by the Management over the dismissal.

Though the Management was also hastened to deny all the allegations to justify its cause of action. They went ahead very cautiously in a calculative way after exhausting all the avenues of channel of enquiry proceedings before the coming to the harsher punishment. Simultaneously it also holds good the punishment imposed on the workman does not proportionately match the misconduct of absenteeism, the workman committed. Both sides – Union and the Management put forth their views alleging and counter alleging to each other on the issue in their best possible way and further asserted to stand by the statements made before the Tribunal. Though there was nothing adverse came into the light while going through the record on the part of the workman. It usually does not have an impact over the workmen who on the pretext of illness move for leave mostly improper way that later on, turns into a indefinite period in most cases keeping the Management of superficial grounds. The workman's such act is observed being septic of the safety standards in Mines, they have to perform in the underground Mines. The punishment of dismissal in no way stands reasonable and logical to the misconduct, the workman committed whatsoever. As such the Tribunal is of the opinion there will be nothing improper and unjust of providing a breather to the workman to mend his ways in the interest of natural justice and to live up to the expectations of the Management. Therefore the workman concerned is ordered a fresh appointment in the lowest grade with a probation period rolling up to 2-year.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 399.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 30/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/111/2012-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 399.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 30/2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/111/2012-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

Present:

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute U/s 10 (1) (d)
of I.D. Act, 1947

Reference No. 30 of 2013

PARTIES

: The Gen. Secretary,
Sampurn Bharat Coking Coal Ltd.
Chalak Samiti,
At & P.O.Bagabandh, Dhanbad

Vs

The General Manager,
P.B. Area of M/s. BCCL
PO: Kusunda, Dhanbad

Order No. L-20012/111/2012-IR (CM-I)
dt.30.01.2013

APPEARANCES:

On behalf of the : None
Workman/Union

On behalf of the : Mr Nitish Sahay, Ld. Advocate
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th January, 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/111/2012-IR (CM-I) dt.30.01.2013.

SCHEDULE

Whether the action of the Management of Bhagabandh Colliery of M/s BCCL in not paying the retrieval benefits to Sri Ram Rata Ram, Ex-Auto Foreman is fair and justified? To what relief is the concerned workman entitled to ?

None representation all along since registration of the case nor the W.S. moved by the workman or by the Sponsoring Union. Several dates were allowed by the

Tribunal during the hearing posting dates spanning a long spell of time to the workman side to defend the case. Whereas, contrary to it, Mr. Nitish Sahay, Ld. Advocate for the Management made occasionally appearance. Though three Notices dt. 9.4.2013, 26.12.2013 and 28.03.2014 were sent to the address of the Union concerned but in vain. The case is hovering over for filing W.S. by the workman/Sponsoring Union, may be termed as very crucial stage. Finally on 28.12.2015 both sides miserably failed to make appearance whatsoever. The case is related to upholding retrial benefits of the workman by the Management seeking reliefs.

Form perusal of the case record, it transpires that neither that workman nor the Union ever showed willingness to come out for trial for adjudication as if they were least bothered to get it to final adjudication. The Tribunal is also of the opinion that the settlement is either to have been made or the issue sorted out between both the parties. So the Union or workman is no longer serious to get the case to final adjudication, resulting in persistent stagnation on filing WS. Under backdrop of circumstances, it is being felt despite ample opportunity, the case is consumed, it is of no use holding it up further due to sheer reluctance of the workman/Union and, need not deserve attention. So the case is closed passing as "No Dispute Award" in existence, as of now.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 400.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 24/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/18/2014-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 400.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 24/2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/18/2014-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

Present:

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under
Section 10 (1) (d) of the I.D. Act, 1947

Reference No. 24 of 2014

PARTIES : The Vice President,
Janta Mazdoor Sangh,
Vihar Building, PO: Jharia,
Dhanbad

Vs.

The General Manager,
Kustore Area of M/s. BCCL,
P.O. Jharia, Dhanbad

Order No.L-20012/18/2014-IR(CM-I)
dt.23.04.2014

APPEARANCES:

On behalf of the : Mr. K.N. Singh, Ld. Advocate
Workman/Union

On behalf of the : Mr. N.M.Kumar, Ld. Advocate
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 21st Dec., 2015

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/18/2014-IR (CM-I) dt.23.04.2014.

SCHEDULE

Whether the action of the Management of Burragarh Colliery of M/s BCCL in dismissing Sri Chhoteal Bhuia, M/Loader from the services of the Company from 27.05.2003 is fair and justified? To what relief the concerned workman is entitled to?

On receipt of the Order No. L-20012/18/2014-IR (CM-I) dt.23.04.2014 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 24 of 2014 was registered on 09.05.2014 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along

with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union and the O.P./Management through their own Ld. Counsels appeared respectively, and contested the case.

2. Here is another case of dismissal of the workman named Chhoteal Bhuia, working at Burragarh Colliery as M/Loader labelling absentism ground as cause for dismissal. Though the matter had been dealt in conciliation with ALC(C), Dhanbad and thus ultimately adamant attitude of the both sides resulted in failure, thus, giving birth to the reference. Needles to say the workman concerned fell ill and started absenting himself from duty unauthorizedly, against which he was charge sheeted as alleged by the Management. The Management was informed of the matter about his illness, as alleged by the workman. But the Management formally dismissed him from his service taking into findings of the domestic enquiry dubbing it proper and in the line with natural justice. Dismissal from service more or less revolves around only one ground of absentism, partially due to illiteracy and or lack of thorough knowledge of the safety rules and regulations. The I.D. raised by the Sponsoring Union named Janta Mazdoor Sangh, Dhanbad on his behalf.

The workman concerned, though an permanent employee as M/Loader in Burragarh Colliery cried foul play of the Management's action of dismissal and made representations as the Management turned a blind eye to his request against dismissal. The Employer- BCCL had all along been a track history record of countless such cases based on absentism where Management, conducting upon all legal formalities upon their employees do not hesitate to sack from service. So there is nothing unusual, and unprecedented event. Simultaneously to case out of the Industrial unrest in principle, the Tribunal is always share the view of having a second thought before imposing harsher penalty rather ushering a new chapter for reform, as they are ultimately backbone of the production and always roped in with country mainstream. So the Tribunal also holds the view the workman concerned be taken as a fresh employee in the lowest grade but without back wages whatsoever. Thus, it is being ordered for employment of the workman concerned as fresher in lowest Grade but without back wages, whatsoever under probation for two years treating from date, he joins.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 401.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 25/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/22/2014-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 401.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 25/2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/22/2014-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

Present:

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under
Section 10 (1) (d) of the I.D. Act, 1947

Reference No. 25 of 2014

PARTIES

: The Secretary,
Jharkhand Janta Mazdoor Union,
Vishwakarma Colony, Nutandih,
PO: Jagjvan Nagar,
Dhanbad (Jharkhand)-826003

Vs.

The General Manager,
W.J.Area of M/s BCCL,
PO : Bhatdih, Dhanbad
(Jharkhand) -828308.

Ministry's Order No L-20012/22/2014-
IR (CM-I) dt 28.04.2014

APPEARANCES:

On behalf of the : Mr. Pintu Mandal, Union Rep.
Workman/Union

On behalf of the : Mr. S.N.Ghosh, Ld. Adv.
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th Jan., 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/22/2014-IR(CM-I) dt 28.04.2014

SCHEDULE

“Whether the action of the Management of P.B. Area of M/s BCCL in dismissing Sri Suresh Rajwar, M/Loader from the services vide letter dated 5/12.09.2002 is fair and justified? To what relief the concerned workman is entitled to?”

On receipt of the Order No. L-20012/22/2014-IR(CM-I) dt 28.04.2014 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 25 of 2014 was registered on 21.05.2014 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union Rep. /Petitioner and the O.P./Management through their own Ld. Rep. /Counsel respectively appeared and contested the case.

2. This Reference is also related to dismissal of the workman Sri Suresh Rajwar, a permanent employee of Hurriadih Colliery bearing Personnel No.02899639. As stated in W.S. he sustained injury in course of duty, that left his left leg injured and subsequently two and half inch shorter under the impact of healing the injury. The workman made earnest plea to the Management for accommodating him with lighter work as against the arduous job of M. Loader. Whereas the Management's contention brushing aside all the allegations of the workman and categorically came out that the workman started absents from duty on the plea of the said accident against which he was formally charge-sheeted. The Management in a calculative way slowly and steadily stepped up further by holding an enquiry giving the workman sufficient opportunity to defend the case, and after exhausting all avenues of enquiry proceedings and finding the workman guilty of the misconduct he committed, imposed the penalty of dismissal. The workman cried foul play the action- dismissal of the Management, dragged the issue to the ALC®, Dhanbad for conciliation. Ultimately utter failure in conciliation resulted in birth of the Reference Case itself.

There is nothing new so long as it concerned to Group of the Collieries under M/s. BCCL Management a part of the Coal India Ltd., where numerous cases of dismissal on such grounds may be observed piling up. Undeniably the workmen usually are afraid of venturing out in underground Mines due to safety hazards and unhealthy conditions, surrendering around the site despite safety mechanism in place. Workers being mostly illiterate prefer resorting to proceed on leave under the plea of absentism rather to apprise the Management of bare facts/ordeal they face, and to take the Management into confidence. Though allegations and counter allegations by the both the parties respectively are set to be logical in its form. The workman concerned had all along been unblemished track record of service and nothing adverse found barring this one. The punishment imposed to him to the misconduct against the workman shielding under the name of penalty is too harsher to bear with. As such there is nothing improper and wrong-doings and unjust if workman concerned who needs breather, be provided one more opportunity by offering him fresh appointment in the lowest Grade. Therefore it is ordered that the worker concerned be appointed as a fresh in the lowest Grade with two-year period as probation.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 402.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 14/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/90/2012-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 402.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 14/2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/90/2012-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD****Present:**

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under
Section 10 (1) (d) of the I.D. Act, 1947**Reference No. 14 of 2013**

PARTIES : The General Secretary,
Koyla Ispat Mazdor Panchyat,
Chhatabad No.5, P.O. Katras,
Dhanbad

Vs.

The General Manager,
Govindpur Area of M/s. BCCL,
PO: Sonardih, Dhanbad.

Order No.L-20012/90/2012-IR (CM-I)
dt. 07.01.2013

APPEARANCES:On behalf of the : Mr. B.B. Pandey Ld. Advocate
Workman/UnionOn behalf of the : Mr. U.N. Lal, Ld. Advocate
Management

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 18th January, 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act.,1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/90/2012-IR (CM-I) dt. 07.01.2013.

SCHEDULE

“Whether the action of the Management of East Katras Colliery of M/s. BCCL in dismissing Sri Israil Ansari from the services of the Company without following the terms and conditions of their Certified Standing Order of the Company and without following the principles of natural justice is legal and justified? To what relief is the concerned workman entitled?”

On receipt of the Order No. L-20012/90/2012-IR (CM-I) dt. 07.01.2013 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 14 of 2013 was registered on 15.01.2013 and accordingly an order to that effect was passed to issue

notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union and the O.P./Management through their own Ld. Counsels appeared respectively, and contested the case.

2. This is an another case of dismissal of the workman named Israil Ansari from services in violation of the Certified Standing Order of the Company, an bye-laws prevailing amongst the Group of collieries under the umbrella of the BCCL, levelling the ground of absentism as cause for dismissal . Both the parties –workman and the opposition party filed the written statement and W.S. cum Rejoinder respectively levelling allegations and counter- allegations to probe their cause. However, no adverse report against workman was noticed. The workman was a permanent employee of East Katras Colliery of M/s. BCCL, which now called as Akash Kinari Colliery of M/s. BCCL at under Govindpura Area. The workman was referred to Medical Board for his sickness and the Board found fit for duty, as alleged by the workman in his WS. In the mean time the Management in a very calculative move after holding domestic enquiry and in its follow up action after findings of the enquiry and strictly adhering the Agreements/laws of the Company does not show some sort of leniency but inflicted harsher punishment as dismissal upon the workman, and workman (concerned) in turn cried the alleged action foul by the Management. Mostly workers undeniably feel shy of working in underground work due to hazardous nature of the work and deliberately evasion to duty has been of regular feature as being scared of the safety points while at work.

Taking certain aspects into consideration, the punishment imposed upon the workman of dismissal does not seem proportionate and proper to the misconduct, the workman committed .Though much has been improved in the working conditions but still there is a long way to be covered in this regard. As such the workman, if assigned one time more, there will not be any unfair and improper to honour the request made by the workman through trails and hence, the workman concerned is allowed to be taken into the service but as a fresher in the lowest of the Grade. Simultaneously he will be on probation for the term extending up to the six months only, since his fresh joining.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 403.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 25/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/116/2005-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 25/2006) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/116/2005-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

Present:

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under
Section 10 (1) (d) of the I.D. Act, 1947

Reference No. 25 of 2006

PARTIES : The Vice President,
Janta Mazdoor Sangh,
Vihar Building, Jharia,
Dhanbad (Jharkhand)-826001

Vs.

The General Manager,
P.B.Area of M/s. BCCL,
PO: Kusunda, Dhanbad
(Jharkhand) -826001

Ministry's Order No. L-20012/116/2005-
IR(CM-I) dt 1.6.2006

APPEARANCES:

On behalf of the : Mr. K.N. Singh, Ld. Adv.
Workman/Union

On behalf of the : Mr. D.K. Verma, Ld. Adv.
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th January, 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/116/2005-IR (CM-I) dt 1.6.2006.

SCHEDULE

“Whether the action of the Management of K.B.5/6 Pits under P.B.Area of M/s. BCCL in dismissing Shri Raj Kumar Hari, M/Loader from the services of the Company vide letter dated 15.11.2000 is fair and justified? If not, to what relief is the concerned workman entitled?”

On receipt of the Order No. L-20012/116/2005-IR (CM-I) dt 1.6.2006 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 25 of 2006 was registered on 11.09.2007 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union/workman and the O.P./Management through their own Ld. Counsels respectively appeared and contested the case.

2. This Reference case is related to the workman Raj Kumar Hari, a permanent employee of K.B.5/6 Pits under P.B. Area of M/s BCCL was charge sheeted against the alleged unauthorizedly absentism seeking his explanation. The workman alleged the Management went unilaterally ahead by constituting a Domestic Enquiry and dismissed him ex-parte, as alleged by the workman. Though workman in his affidavit admitted guilty of the charges, the Management brought in, The Management simultaneously raised eye brows over the Union's locus standi of raising the Industrial Dispute. Though the matter was brought in for conciliation with ALC© and everything spelt out everything in details. Despite this all, it cannot be prevented from converting it into Industrial Dispute

There is nothing unusual in the collieries of the cases like this one where despite so much safety apparatus and proper mechanism in place and periodical reviews, tragic accidents more or less take place whatsoever of reasons. The workers mostly illiterate deliberately or intentionally feel panic to work in underground Mines. They tend to resort to leave even in slightest illness, sometimes in violation the rules and byelaws. Undeniably the working

conditions are mostly unhygienic and not conducive apart from arduous nature of work despite lots upgradation in Management 's preventive measures. The Management countered each of the allegations justifying its cause of action after having exhausted all avenues of channels of proceedings before the initiating the final punishment of dismissal, that left the workman in lurch. So long as any adverse point to the workman concerned, it did not come in sight only on the ground of absentism. The punishment seems too harsher to bear upon by the poor worker like the workman concerned to sustain livelihood with family .As such the workman needs a little bit breather by way of fresh employment. Hence it is ordered for employment of the workman concerned as a fresher but in the lowest Grade.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 404.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 66/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20012/29/2012-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Dhanbad (Ref. No. 66/2012) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20012/29/2012-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD

Present:

Sri R.K.Saran, Presiding Officer

In the matter of an Industrial Dispute under
Section 10 (1) (d) of the I.D. Act, 1947

Reference No. 66 of 2012

PARTIES : The Secretary,
Koyla Ispat Mazdoor Panchyat,

Post Box No. 59, PO : Jharia
Dhanbad

Vs.

The General Manager,
Kustore Area of BCCL
PO : Kustore, Dhanbad

Order No. L-20012/29/2012-IR(CM-I)
dt.13.08.2012

APPEARANCES:

On behalf of the : Mr. S.C. Gaur, Ld. Advocate
Workman/Union

On behalf of the : Mr. S.N. Ghosh, Ld. Advocate
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th January, 2016

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/29/2012-IR (CM-I) dt.13.08.2012

SCHEDULE

“Whether the action of the Management of Bhalogora Colliery of M/s. BCCL in dismissing Sri Shiv Nandan Bouri, Ex-NM/Loader from the services of the Company vide order dated 10.07.2008 is fair and justified? To what relief is the workman concerned entitled?”

On receipt of the Order No. L-20012/29/2012-IR (CM-I) dt.13.08.2012 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 66 of 2012 was registered on 17.09.2012, and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The Union and the O.P./Management through their own Ld. Counsels appeared respectively, and contested the case.

2. This is the case of the dismissal imposed on by the Management of Bhalogora Colliery as the workman –Shiv Nandan Bouri went on his in-laws house for treatment without passing on information to the Management and

remained showing absence from the address, he got it recorded to the office of the Management. The Management made several correspondences on the address recorded in the Office. The workman Shiv Nandan Bouri was a P/R M/Loader at Bhargora of the Management admitted having made no communications with the Management about his illness and the address, from where he was moving. The Management constituted an departmental enquiry to probe the allegations levelled against the workman but the workman concerned flatly denied having knowledge of any charge-sheet or any letter relating to this, whatsoever. Though allegations and counter allegations were levelled by both the parties in their Statements filed respectively.

However the fact cannot be virtually ruled out that the workmen in most cases often resort to absentism sometimes intentionally due to tedious nature of the work and unhygienic conditions prevailing in & around collieries under which they have to work, particularly in underground Mines. The Management will also stand by the fact that numerous cases of this nature still set rolling in the Group of collieries under the umbrella of BCCL Management. So there is nothing unusual and unprecedented practice of absentism by the workmen and the punishment imposed by the Management upon him is of harsher in nature and disproportionate to the misconduct, the workman committed. Thus the Tribunal of the considered view that in natural interest of justice there is nothing improper and unjust if the workman is provided one more opportunity to transform his misconduct into reality of reform in nature, setting aside the alleged dismissal order. As such the workman be provided one more opportunity by taking him into service as fresher in Cat.-I without back wages, whatsoever under the probation extending up to two years.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 405.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसर्स ब्रिटिश एयरवेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 91, 92, 93 एवं 128/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-11012/37/2014-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government

Industrial Tribunal-cum-Labour Court, Chennai (Ref. Nos. 91, 92, 93 & 128 of 2014) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. British Airways and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-11012/37/2014-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 8th February, 2016

Present :

K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute Nos. 91, 92, 93 and 128 of 2014

BETWEEN:

1. Ms. T. Jennifer : 1st Party Petitioner in
Prasanna Kumari ID 91/2014
2. Sri Ramesh Thangadurai : 1st Party Petitioner in
ID 92/2014
3. Sri Sathish Loganathan : 1st Party Petitioner in
ID 93/2014
4. Sri Ramaraja Govindhan : 1st Party Petitioner in
ID 128/2014

AND

- | | | |
|---|--------------------------------|--------------------|
| 1. The Regional
HR Manager
South Asia
British Airways,
DLF Plaza Tower
DLF City Phase-I,
Gurgaon
Haryana-122022 | : 2nd Party/
1st Respondent | In both
the IDs |
| 2. The Customer
Service Manager
British Airways
Nos. 3 and 4,
New Integrated Air
Cargo Complex,
Meenambakkam,
Chennai-600027 | : 2nd Party/
2nd Respondent | |

Appearance :

- | | |
|-----------------------------------|--|
| For the 1st Party/
Petitioners | : M/s. Balan Haridas, Advocates |
| For the 2nd Party/
Respondents | : M/s. Sandeep Prabhakaran,
Advocates |

S.No.	I.D. No.	Direct Filing/Reference	Name of the I Party S/Sri/Ms.	Name of the II Party
1.	91/2014	Direct Filing	T. Jennifer Prasanna Kumari	1. The Regional HR Manager (South Asia) DLF Plaza Tower DLF City Phase-I Gurgaon-122022 2. Customer Service Manager British Airways Nos. 3 & 4, New Integrated Air Cargo Complex Meenambakkam Chennai-600027
2.	92/2014	Direct Filing	Ramesh Thangadurai	1. The Regional HR Manager (South Asia) DLF Plaza Tower DLF City Phase-I, Gurgaon-122022 2. Customer Service Manager British Airways Nos. 3 & 4, New Integrated Air Cargo Complex Meenambakkam Chennai-600027
3.	93/2014	Direct Filing	Sathish Loganathan	1. The Regional HR Manager (South Asia) DLF Plaza Tower DLF City Phase-I Gurgaon-122022 2. Customer Service Manager British Airways Nos. 3 & 4, New Integrated Air Cargo Complex Meenambakkam, Chennai-600027
4.	128/2014	L-11012/37/2014-IR(CM.I) dated 28.10.2014	Ramaraja Govindhan	1. The Regional HR Manager (South Asia) DLF Plaza Tower DLF City Phase-I Gurgaon-122022 2. Customer Service Manager British Airways Nos. 3 & 4, New Integrated Air Cargo Complex Meenambakkam, Chennai-600027

COMMON AWARD

IDs 91, 92 and 93 of 2014 are Industrial Disputes taken for adjudication on the file under Sub-section 2A of Section-10 of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010). ID 128/2014 was taken on file based on Reference No. L-11012/37/2014-IR (CM.I) of Ministry of Labour dated 28.10.2014. The Schedule of reference in ID No. 128/2014 is: "Whether the action of the management of British Airways regarding termination of service of the petitioner Sri Ramaraja Govindan is justifiable or not? To what relief the concerned workman is entitled?"

1. The averments in the Claim Statement in ID No. 91/2014 are as below:

The petitioner was appointed as Cargo Security Clerk in the respondent establishment on 05.05.2008. She had been working in the cargo complex of Chennai International Airport since then. From the year 2011 the Respondent had designated the Junior Cargo Security Clerks as Junior Security Service Clerks. 12 Junior Cargo Security Clerks/

Junior Security Service Clerks were working with the Respondent. On 16.02.2014 the Respondent issued order terminating the service of the petitioner. It is mentioned in the order that the Civil Aviation Department has issued order requiring all the international airlines to stop handling of security and to appoint an Indian domestic carrier to carry out security functions and the airlines has appointed a domestic carrier to carry out the security functions and therefore the service of the petitioner is terminated. The Respondent has also remitted Rs. 1,80,399/- in the bank account of the petitioner towards three weeks salary for each completed year of service and towards one month's notice pay. The reason given by the Respondent for terminating the service of the petitioner is fallacious. It is not correct to state that there is a direction from Civil Aviation Department to the Respondent to entrust the work of security to a domestic carrier. The handling of security work was only a part of the work of the petitioner. She had been doing all work relating to cargo handling. Out of the 12 Junior Cargo Security Clerks, the Respondent has terminated the service of three more on the same reason. It

has transferred the services of two other Junior Cargo Security Clerks to Bangalore Airport. Rest of them were retained by the Respondent. Out of the persons retained, 4 are junior to the petitioner. One of those who had been transferred to Bangalore is also junior to the petitioner. So termination of the services of the petitioner is in gross violation of Section-25G of the Industrial Disputes Act. Termination of the petitioner is grossly illegal and contrary to law. An award may be passed holding that the order of the Respondent terminating the services of the petitioner is illegal, set aside the same and also direct the Respondents to reinstate the petitioner with full backwages, continuity of service and other attendant benefits.

2. The Respondents have filed counter Statement contending as below:

For the purpose of security and safety of aircraft operations and under the powers conferred with the commissioner of Security (Civil Aviation), Bureau of Civil Aviation Security (BCAS) certain activities pertaining to aircraft operations were treated as security operators' aviation security functions. The BCAS issued order No. 3/2009 on 21.08.2009 providing that foreign airlines such as the Respondent are required to enter into agreements with the domestic Indian carriers having international operations from that airport for security functions. The Respondents had applied for approval of its aircraft operators security program to the Deputy Commissioner of Security. The application was returned on the basis that the British Airways, the Respondent is self-handling the handling security functions. Subsequently, it was informed that foreign airlines are not allowed to do self-handling as per order No. 3/2009. The Respondents have received several notices whereby the BCAS directed to take corrective measures in compliance of order No. 3/2009. A deadline was fixed in one of the letters. In order to comply with the order the British Airways entered into an agreement with Jet Airways to handle its security functions. So the services of the employees in the security functions were no longer required. It was consequent to the compliance of the order of BCAS, the services of the petitioner and others were terminated. The services of the employees working as Junior Security Service Clerk and Junior Cargo Security Clerk fell directly within the purview of the services defined and prohibited to be carried out by foreign airlines by order No. 3/2009. All the employees in the security functions performing the functions of security and screening were losing their jobs in such security functions. So there was no question of applicability of last come first go. Redeployment exercise was done to grant fresh appointment to those employees in the security functions in other functions where vacancies existed subject to suitability of the candidates to be ascertained through a selection process. The Respondent Management had asked all the affected employees to complete a form to be able to apply for alternate jobs so that the Management could conduct a

selection and redeployment exercise. A series of interviews were conducted after this. All the affected employees including the present petitioner participated in the redeployment interviews. Out of the total 52 employees, 33 were redeployed in the available vacant positions. The petitioner also participated in the interview. 18 persons who were employed with the security department at Mumbai, Delhi, Chennai and Bangalore could not be accommodated in the redeployment exercise. So their services were terminated after payment of compensation, higher than the compensation provided under law. Appointment in the vacancy under the redeployment exercise is not automatic right but is a fresh appointment. The Respondents followed a merit based selection process to assess suitability for jobs. The petitioner is not entitled to any relief. The petition is to be dismissed.

3. The petitioner has filed a rejoinder in answer to the Counter Statement reiterating her contentions in the Claim Statement.

4. The petitioners in ID Nos. 92/2014, 93/2014 and 128/2014 also were working as Junior Security Service Clerks with the Respondents. The petitioner in ID No. 92/2014 is said to have joined the establishment on 02.02.2011, the petitioner in ID No. 93/2014 on 05.02.2011 and the petitioner in ID No. 128/2014 on 01.02.2011, all as Junior Security Service Clerks. They were also terminated by the respondent establishment along with the petitioner in ID No. 91/2014. They have also challenged the termination order as illegal and seek the relief of reinstatement in service. ID No. 128/2014 alone is based on a reference by the Government while the other IDs are filed by the petitioners directly. In these three IDs also the Respondents have filed Counter Statement advancing the same contentions as in ID No. 91/2014.

5. The parties to all the IDs being the same and the issue to be considered also being one and the same the four disputes were tried jointly. ID 91/2014 was treated as the main case and evidence was recorded in this ID.

6. The evidence in the case consists of oral evidence of WW1 and documents marked as Ext.W1 to Ext.W19. The Respondents did not adduce any evidence either oral or documentary.

7. Points for consideration in all the IDs are:

- (i) Whether termination of the concerned petitioners by the Respondents is justified?
- (ii) What, if any is the relief to which each of the petitioners are entitled?

The Points

8. The petitioners in all the IDs have joined the British Airways, the Respondent establishment as Junior Cargo Security Clerks subsequently renamed to as Junior Security Service Clerks. All the petitioners were terminated from service on 16.02.2014.

9. The attempt of the Respondents has been to justify the termination of the petitioners on the basis of the order made by BCAS on 21.08.2009. It is the case of the Respondents that by this order foreign airlines were prevented from handling the security functions in the airports and they were asked to enter into agreement with domestic Indian air carriers having international operation from the respective airports for security functions. According to the Respondents, in compliance with the order the British Airways has entered into agreement with Jet Airways to handle its security functions. The case that is advanced in the Claim statement is that the reason furnished by the Respondents for terminating the services of the petitioners are fallacious. The Respondents did not produce the concerned order of the BCAS preventing the foreign airlines from handling the security functions. However during argument the counsel for the Respondents had cited the decision *FEDERATION OF INDIAN AIRLINES AND OTHERS VS. UNION OF INDIA AND OTHERS* reported in 2001 SCC ONLINE DELHI 1140 in support of the case that the termination was consequent to the order of BCAS. The case referred to above was filed by the Federation of Indian Airlines challenging the order of BCAS by certain circulars. Validity of Order No. 3/2009 dated 21.08.2009 which is relied upon by the Respondents was upheld by the Apex Court in the above decision. Clause-4 of the order (reproduced in the decision) shows that foreign airlines are prevented from handling security functions other than through a domestic Indian carrier.

10. The case of the petitioner is that they were carrying out functions not only involving security but other functions as well. The petitioner in ID No. 91/2014 has given evidence for herself and on behalf of the petitioners in the other three IDs. She has stated that all of them have been doing all work relating to cargo handling such as pelletization of cargo, release of cargo, escort of valuable cargo, acceptance of dangerous goods, etc. So according to the petitioner the reason given by the Respondents for terminating their service will not hold good. Ext.W1, the order appointing WW1, the petitioner in ID No. 91/2014 or the other similar appointment orders do not specifically state what actually are the duties to be carried out by the petitioners on appointment. The appointment merely states the job title as Junior Cargo Security Clerk or Junior Security Service Clerk as the case may be based on the period of appointment. The Respondents did not produce any documents or adduce oral evidence denying the evidence given by WW1. During her cross-examination also WW1 has stated what exactly is the nature of her job. In the absence of any contra evidence on the part of the Respondents the case of the petitioners that apart from the security functions that will come under the order of BCAS, they were performing other duties also is to be accepted. There is nothing in evidence to show that the prime duty of the petitioners was security functions which were to be taken away on the basis of the order of BCAS.

11. The contention that is raised by the petitioners with force is that they were terminated in violation of Section-25G of the Industrial Disputes Act. WW1 has given the names of the 12 Junior Cargo Security Clerk / Junior Security Service Clerks engaged by the Respondents in the order of seniority in the Claim Statement as well as in the Proof Affidavit. This list given by WW1 is not questioned by the Respondents. So it is to be accepted that this is the order of seniority in which these persons were appointed. The grievance of the petitioners is that while juniors were retained by the Respondents, they were terminated from service. Of course, there is a case for the Respondents in the Counter Statement that these persons were re-deployed after a selection process based on interview in which the petitioners are also said to have participated. WW1 Has denied the case that there was an interview and she had undergone the process of interview. According to her, they were only made to report at a hotel and fill up a form. There was no interview as claimed by the Respondents. Against the claim of WW1 also there is no contra evidence.

12. WW1 has stated in the Claim Statement as well in proof affidavit that the order of seniority was not maintained while terminating the petitioners, retaining some of the employees. As seen from the evidence of WW1, out of the six persons retained in service, Srijith Nair and Rajesh Harikrishnan, Arun Charles and P.J. Charles are junior to her. Again Senthil Kumar who has been transferred to Bangalore also is junior to her. Out of 12 persons named as those working in the security service, the petitioner in ID No. 91/2014 comes fourth. The petitioner in ID No. 128/2014 is in the 7th place. The petitioner in ID No. 92/2014 is in the 9th place and the petitioner in ID No. 93/2014 is in the 10th place. The petitioners should have been retained when those who were junior to them were retained. Termination of the petitioners is certainly in violation of Section-25G of the ID Act. Because of non-compliance with Section-25G of the ID Act itself the petitioners are entitled to be reinstated in service.

In view of my discussion above an award is passed as below in the following terms:

The Respondents are directed to reinstate the petitioners in service with 50% backwages, continuity of service and other attendant benefits, within a month of the publication of the Award. The Respondents are entitled to adjust the amount paid at the time of termination of service, towards the amount payable as backwages. If payment is not made within the prescribed time, the amount will carry interest at the rate of 7.5% per annum.

The IDs are disposed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/
Petitioners : WW1, Ms. T. Jennifer
Prasanna Kumari

For the 1st & 2nd Party/
Management : None

Documents Marked:**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	05.05.2008	Appointment Order issued to Jennifer Prasanna Kumari
Ext.W2	03.12.2008	Confirmation Order issued to Jennifer Prasanna Kumari
Ext.W3	16.02.2014	Termination Order issued to Jennifer Prasanna Kumari
Ext.W4	11.03.2014	Letter sent by Jennifer Prasanna Kumari
Ext.W5	17.01.2011	Offer of Employment issued to Ramesh Thangadurai
Ext.W6	04.02.2011	Order of Appointment issued to Ramesh Thangadurai
Ext.W7	16.02.2014	Order of Termination issued to Ramesh Thangadurai
Ext.W8	12.03.2014	Letter of Ramesh Thangadurai
Ext.W9	02.06.2014	Employment Certificate of the Ramesh Thangadurai
Ext.W10	17.01.2011	Offer of Employment issued to Sathish Loganathan
Ext.W11	04.02.2011	Order of Appointment issued to Sathish Loganathan
Ext.W12	05.11.2011	Confirmation Order issued to Sathish Loganathan
Ext.W13	16.02.2014	Order of Termination issued to Sathish Loganathan
Ext.W14	12.03.2014	Letter of Sathish Loganathan
Ext.W15	17.01.2011	Offer of Employment issued to Ramaraja Govindhan
Ext.W16	-	Order of appointment issued to Ramaraja Govindhan
Ext.W17	04.08.2011	Confirmation Order issued to Ramaraja Govindhan
Ext.W18	16.02.2014	Order of Termination issued to Ramaraja Govindhan
Ext.W19	12.03.2014	Letter of Ramaraja Govindhan alongwith postal receipt

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 24 फरवरी, 2016

का.आ. 406.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 04/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-20013/2/2016-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th February, 2016

S.O. 406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No.2, Dhanbad (Ref. No. 04/2011) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-20013/2/2016-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.2), AT DHANBAD**

Present:

Shri Kishori Ram, Presiding Officer

In the matter of an application under Sub-section (2) of the Sec 2A of the Industrial Dispute Act, 1947 and the Industrial Disputes (amendment) Act. 2010 (24 of 2010)

I.D. CASE NO. 04 OF 2011

PARTIES : Mr. Jogi Dusadh,
Village: Kapti, P.O. Barbiga,
Distt: Munghyr (Bihar) ...Applicant
Vs.
The Project Officer/Agent,
Joyrampur Colliery,
M/s. BCCL
PO: Khasgeenagora,
Dhanbad ...O.P. Party

APPEARANCES:

On behalf of the : Mr. S.C. Gaur, Ld. Advocate
Workman/Union

On behalf of the : Mr. D.K. Verma, Ld. Advocate
Management

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 18th January, 2016

SCHEDULE

“Whether the action of the Management of Joyrampur Colliery under Lodna Area of M/s BCCL is legal and justified, in dismissing the service of Sri Jogi Dusadh M/Loader Joyrampur Colliery on 03.11.2003. If not, to what relief the workman is entitled to?”

Upon filing of the petition u/s 2-A of the Industrial Dispute Act, 1947, (Amendment Act-2010), on 01.09.2011, it was reported that there was no delay in filing it, as after the dismissal of the petitioner w.e.f. 03.11.2013, on failure of the conciliation proceedings before the ALC (C), Dhanbad. Hence it was admitted on 01.09.2011, directing to issue Notices to the O.P. concerned for needful. Notices were issued to the O.P.

Mr. S.C.Gaur, Ld. Advocate for the petitioner/workman and Mr.D.K.Verma, Ld. Advocate the O.P./Management appeared and contested the case.

2. The case of workman named Jogi Dusadh as represented in his application. U/s 2 A of the Industrial Dispute Act.1947 is that the workman was, an M/Loader of Joyramur Colliery of the M/s BCCL, had been fallen ill of Jaundice and later in the state of bed-ridden. He found himself absolutely incapable of joining duty and the Management taking his absence unlawful charge sheeted him, as alleged, which rolling over later on, culminated as dismissal from services pending his humanitarian mercy appeal with the Disciplinary Authority. After dismissal the matter has been under conciliation with ALC ©, Dhanbad and the firm and adamant attitude of the Management resulted in failure in conciliation and thus giving birth of I.D. in the Tribunal. Though the Competent Authority left no stone turned in efforts to exhaust the all avenues of the process before arriving at the decision of the workman's dismissal, as also alleged by the Management in their counter. To some extent, the workman also more or less showed no hesitation in denial of the charge of misconduct of regular absence. On riding of the cause, the Management moved ahead justifying its action as valid reason and proper for the dismissal.

Though allegations and counter allegations on each other exist in a meaning full manner to justify the cause but simultaneously it is hardly ruled out the nature of job being more tedious and sometimes fatal and life risky they (workmen) usually tend to willingly evade to venture out going inside the Mines by resorting to illness or something others, in utter defiance of the rules and regulations as mostly being illiterate. The job naturally needs more physical work in an unhygienic condition and above all risky as it holds truth. And the Tribunal is of the

considered view that the inflicted punishment for dismissal will definitely put the workman in too much hardships, for which he never mentally prepared himself to face and dubbed it, very harsher to the misconduct, he committed indeed. There will not be any wrong-doing or improper if he be provided a breather by providing afresh employment offer to probe his worthiness.

In the light of the above, it is of the considered opinion that the workman concerned be taken in the service as a fresher in the lowest of the Grade of Cat.-I with probation for first two-year rolling from the date, he joins.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीआईएमएफआर (सीआईएसआर) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 18/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-42011/228/2011-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. Ref. No. 18 of 2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the CIMFR, (CISR) and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-42011/228/2011-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No.18/2012

Employer in relation to the management of
M/s. C.I.M.F.R

AND

Their workman

Present : Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K.Verma, Advocate

For the workman : Shri D.K. Sah, Rep.

State : Jharkhand Industry : Science & Tech.

Dated : 9.11.2015

AWARD

By order No. L-42011/228/2011-IR (DU) dated 28/02/2012, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause

(d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of CIMFR (CISR) in not sending the name details of S/Shri Shivtosh Sutradhar and 21 other casual workers (List enclosed) to the competent authority regarding grant of temporary status to get wages and other facilities at par with the regular workers is legal and justified? What relief the workmen are entitled to?”

Annexure

List of workmen

SL.No.	Name of the candidate	Date of joining	Section /Division
1.	Shivtosh Sutradhar	2002	Flame & Explosion Lab
2.	Subas Singh	2003	-do-
3.	Shyamal Kumar Mandal	2003	-do-
4.	Prakash Kumar Mandal	2001	A/C Plant
5.	Nurul Hasan Hindvi	Nil	Respiratory Protection Lab.
6.	Madhusudan Mahato	1997	Mine Stowing and filling
7.	Kamal Gope	Nil	Thick Seam Mining
8.	Kapura Devi	Nil	Canteen
9.	Shankar Koranga	2003	Flame & Explosion Lab
10.	Darik Koranga	2003	-do-
11.	Ashoka Nand Mishra	2000	Human Resource Dev. (HRD)
12.	Ajay Kumar Singh	Nil	Mines System Engineering
13.	Raju Koranga	2003	Mines Electronics
14.	Kartik Mandal	1988	Guest House
15.	Ashoka Nand Pathak	1993	EPABX
16.	Loknath Yadav	1998	-do-
17.	Barun Kumar Pathak	1993	Gest House
18.	Subrata Mishra	1990	-do-
19.	Swpan Kumar Banik	1989	-do-
20.	Sushanta Mitra	1989	-do-
21.	Bal Krishna Choudhary	1993	-do-
22.	Uttam Ganguli	2002	-do-

2. The case is received from the Ministry of Labour on 21.03.2012. After receipt of reference, both Parties are noticed, The sponsoring Union files their written statement on 21.03.2013. The management also files their written statement-cum-rejoinder on 05.03.2014. One witness

adduced on behalf of the workman & one document marked on behalf of the workman i.e X (for identification).

3. The case of the workmen is that shri Shivtosh Sutradhar & 12 others have been working as casual worker in different department of erstwhile CMRI and which is

presently named CIMFR since more than 10-20 years with entire satisfaction of higher authorities and it is also submitted that workman has been permanently to do the job as regular, although these workmen are doing same and similar nature of job like that of a permanent workmen of CIMFR.

4. It is also submitted that the workman has been requested to send before the competent authority the same of these 22 workmen as per list enclosed for granting temporary status with a view to enable them to get wages and other facilities at par with the regular worker but the management in spite of their repeated assurance did not send their name resulting these workers could not get their legitimate right. The workmen are entitled to get the wages and other benefits at par with the permanent workmen as per the equality before law and the management is bound to follow it but the management could not do it, hence reference arose.

5. The management's case is that previously the Govt. of India Ministry of Labour referred an industrial dispute to the central Govt. Industrial Tribunal No.-2 of same Union that is registered as Ref. case No. 2/10. And during the pendency of reference case No. 2/2010 of CGIT No-2, the Sponsoring Union raised present industrial Dispute. It is also submitted by the management that the list of workman of both the reference workman concerned are same, and the management is same & Sponsoring Union is same.

6. It is also submitted by the management that, just to avoid conflict of judicial decision by Court of concurrent jurisdiction from adjudicating upon both parallel reference as the matter in issue is substantially the same. Therefore the present reference is not maintainable.

7. It is also submitted by the management, that the workman concerned is a contractor workman and not employer-employee relationship exists between CMRI/ CIMFR and the workman. They are working under direct control and supervision of the contractor. And the contractor makes payment to their workmen.

8. Short point to be decided in this reference, is to direct CIMFR management to give temporary status to the present workmen concerned or not.

9. It is stated by the workman that they are rendering service to CIMFR as casual employee. The workman further prayed to give them temporary status.

10. The workmen concerned have save and except filing their I.D card as photocopy have not filed any document, regarding their wages particulars. And that I.D card is also not marked as Exhibits. Unless the workmen rendered services to an organization more than 240 days in any calendar year, but he is not entitled to either to be regularized or even claim of temporary status.

11. One of the workmen though examined in the case, has not stated so, rather he said some of his co-workmen

filed a dispute for regularization before CGIT No-2 which is pending. This may be situation, this Tribunal is not in a position to grant relief to the workmen concerned.

12. Considering the facts and circumstances of this case, I hold that the action of the management of CIMFR (CISR) in not sending the name details of S/Shri Shivtosh Sutradhar and 21 other casual worker (List enclosed) to the competent Authority regarding grant of temporary status to get wages and other facilities at par with the regular workers is legal. Hence they are not entitled to get any relief.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 108/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/02/2016 को प्राप्त हुआ था।

[सं. एल-40012/101/2001-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 108/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Telecommunication and their workmen, which was received by the Central Government on 23/02/2016.

[No. L-40012/101/2001-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW**

PRESENT:

RAKESH KUMAR, Presiding Officer

ID No. 108/2001

L-40012/101/2001-IR(DU) dated 27.06.2001

BETWEEN:

Sri Jai Prakash S/o Sri Daulat Singh
Vill. Mohan Nagar, Mohan Kuti, Maman Road
Bulandshahr-203001

AND

The Telecom Distt. Manager
Telecom Deptt. Babu Banarsi Das Trust Bldg.
Near Kandriya Vidalya Bulandshahr
Bulandshahr-203001

AWARD

1. By order No. L-42012/101/2001-IR(DU) dated 27.06.2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Jai Prakash S/o Sri Daulat Singh, Bulandshahr and the Telecom Distt. Manager, Telecom Deptt. Bulandshahr for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF TELECOM DEPARTMENT IN TERMINATING THE SERVICES OF SRI JAI PRAKASH S/O SRI DAULAT SINGH W.E.F. 20TH APRIL 1999, IS JUST FAIR? IF NOT, FOR WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The workman has filed claim statement W-2 dated 23.07.2001, wherein briefly it has been stated that the applicant had worked from 15.03.1997 to Oct. 1997 and from Nov. 1997 to April 1999, under the subordination of AE (installation) Telephone Exchange, Khurga distt. Bulandshahr, and he had worked for 240 days continuously during one year, he has also been working for the work of MDF testing, but he was removed from service without assigning any reason on 20.04.1999, no prior notice was given neither any retrenchment compensation etc. was paid, neither any enquiry was held. The applicant has alleged that provision of Section 25F of the I.D. Act., was not followed and his seniority was not considered and principle of “first come last go and last come first go” was also not followed, while several employees junior to the applicant are still working. The applicant has also pleaded that he is unemployed and suffering from financial hardship.

4. The applicant has further asserted that case No. 1308/99 was filed by him before Hon’ble Central Administrative Tribunal where it has been ordered that the CAT had got no jurisdiction in this matter. Pleading that his removal of service is against the principle of natural justice as well he has requested for his reinstatement with continuity of service and payment of back wages etc. An affidavit has been filed with his claim statement. As per the list 4 dated 22.02.2002, photo copies of several documents have been filed by the workman.

5. The opposite party has filed written statement M-6 dated 10.09.2001, wherein main allegation of the claim statement have been denied. The management has also emphasized that he had never worked for MDF testing, rather has been engaged as casual labour, the applicant

had filed case 1308/99 before Hon’ble CAT, Delhi, which was dismissed on 11.02.2000 for want of jurisdiction and on merits, imposing cost of Rs. 250/ on the applicant but he had not deposited the cost yet. The opposite party has further stressed that the applicant had filed several cases before different forums causing loss of revenue to the department, no appointment letter was ever issued to the workman, and there is no violation of principle of natural justice. The management has prayed to dismiss the claim statement alongwith cost. The management has filed several documents as per list 6.

6. The applicant while denying the pleadings of written statement has filed rejoinder, reiterating the pleas taken in the claim statement. The applicant has emphasized that facts can not be ascertained without summoning attendance register and Form A, C, G-17. The workman has prayed for his reinstatement with continuity in service alongwith full back wages etc.

7. The management assertion (paper no. 18) has stated that attendance register w.e.f. 03.03.1997 to April 1999 is missing, FIR has also been registered, ACG-17 payment receipt is also not available since the record is very old, regarding payment copy of ACE-2 has been annexed alongwith written statement, record relating to MDF testing being very old is not traceable therefore not filed.

8. The applicant Sri Padam Singh has filed his affidavit dated 02.09.2002, in support of the claim statement. He has been cross examined on behalf of the management, on several dates. Another witness Sri Anupam Saxena has also been examined by applicant as W-76. He was cross examined by the management.

9. The management has filed affidavit M-79 of Sri Babu Lal DE(Phones). He has been cross examined on behalf of the workman.

10. The applicant has filed affidavit W-79 and application W-80, alleging therein forgery and fabrication in the affidavit of Sri Babu Lal, requesting there by to declare the said affidavit null & void and to take criminal action against the deponent. Separate written submission has also been filed. The management has filed written argument before the then Hon’ble Judge/PO as M-88 regarding plea of applicant pertaining to so called forged and fabricated affidavit, objection dated 05.06.2011 has been filed by the management. Again rejoinder dated 29.08.2011 has been filed by the workman.

11. The parties availed opportunity to cross-examine the witnesses of each other apart from putting oral as well as written submissions.

12. Heard arguments of the learned representatives of both the parties have been heard at length and perused material available on record in light thereto.

13. The workman has come up with a case that he had worked under Assistant Engineer (Installation), Telephone Exchange, Khurja from 15.03.1997 to October, 1997 and under Asstt. Engineer (NEAX) Telephone Exchange, Bud, Bulandshahr from November, 1997 to June, 98 and thereafter in Motibagh Exhcahge from July, 98 to April, 1999 continuously for more than 240 days in a year. It is also his case that he was neither served upon any appointment letter nor any termination letter while terminating his services w.e.f. 20.04.1999 without any rhyme or reason or complying with the mandatory provisions of Section 25 F of the Act. The workman has submitted that the management has made him payment through ACG-17 payment vouchers.

14. In rebuttal the management has contended that the workman has been engaged as casual labourer under Assistant Engineer (Installation) in the year 1997-98 for 90 days; and he never completed 240 days' continuous working in a year and there was no termination/retrenchment at any point of time since the workman was a casual labour whose services were availed by the department intermittently; and this does not violate any of the provisions of the Industrial Disputes Act, 1947.

15. I have scanned entire evidence available on record in light of the rival pleading and respective pleadings of the parties.

16. As pointed out above, by the learned authorized representative of the workman, the workman has alleged that the affidavit filed by the official of the management should not be read in the evidence and criminal proceedings should be initiated against him for alleged forgery and fabrication. The workman has also asserted that on the date and time shown in the affidavit, the deponent could not be feasibly present before the oath commissioner for swearing the pleas taken therein. Learned authorized representative of the management while refuting the charges has submitted that no forgery has been committed by any official of the management. The management has pointed out that Shri Babu Lal was looking after the working of Divisional Engineer (Phones), Khurja and Telephone Exchange, Khurja and telephone exchanges related to it are under Shri Babu Lal and he is free to go there in relation to day to day working and administrative obligations assigned to him. Therefore, the verification of the said affidavit at Khurja which was residential place of the deponent cannot legitimately create any doubt in veracity of the same. Any other typing error or clerical error which has patently or inadvertently occurred should not be highlighted unnecessarily. A close scrutiny of the aforesaid affidavit, challenged by the workman, clearly indicates that it cannot be discarded on mere technicalities raised by the workman. There was no personal intention or polluted motive of Sri Baboo Lal, a senior official of the opposite party, in deposing and signing the affidavit.

17. The management has relied upon following pronouncements of Hon'ble Courts:

- (i) 2010 ACJ, 176 (SC)
- (ii) 2008, LCD (26) 871 (All. H.C.)
- (iii) 1995 AIR 350 (SC)
- (iv) 2010 ACJ 2112 (SC)
- (v) 2006 ACJ 1734 (SC)

18. The learned authorized representative of the workman argues that the above rulings do not apply to the facts of the present case, but no cogent reason has been assigned for this argument.

19. It is well settled that if a party challenges the legality of an action/order the burden lies upon him to prove illegality of the action/order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case, burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove that the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in each calendar year. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked for 240 days in the year preceding his alleged termination. In *Range Forest Officer vs S.T. Hadimani* (2002) 3 SCC 25 Hon'ble Apex Court has observed as under:

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

20. In *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman could be entitled for the protection of section 25 – F of the Industrial Disputes Act, 1947 provided he is successful in establishing the fact that he had been in employment with the employer for a period of 240 days uninterruptedly. It was held by the Hon'ble Supreme Court that in such cases, the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Thus, in order to substantiate the workman has filed number of photocopy of the documents, less any appointment letter or termination order; rather it has been pleaded that no appointment/termination letter was given to him; likewise his services have been termination orally. The workman also tried to summon the payment vouchers and attendance register for the relevant period and payment details and the at the directions of this Tribunal, the management has filed an affidavit to the effect that the attendance register for the relevant period has lost and an FIR in this regard has been lodged also it has field working details of the workman which provide that the workman has worked for 90 days from 4/97 to 3/98. The photocopy of the alleged attendance registers filed by the workman is illegible and does not constitute any evidence in support of the workman that the workman had worked for 240 days in twelve calendar months preceding the alleged date of termination on 20.04.1999.

21. Admittedly no appointment/termination letter was issued; and also, there is no evidence of the workman that the Assistant Engineer was competent to engage any casual labour. The details of working/payment relied upon by the workman do not show that the workman actually worked for 240 days in a year preceding the date of termination i.e. 20.04.99. Thus, the workman has utterly failed to discharge the burden that lied upon him and has failed to substantiate his pleading by cogent documentary evidence that he was actually in the services of the management of Telecom Department and he worked for 240 days during period 19.04.98 to 20.04.99 i.e. one year preceding the date of his termination; and his services were terminated in violation of Section 25 of the I.D. Act, 1947, without giving him any notice or notice pay in lieu thereof or any retrenchment compensation.

22. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year is on the workman but he has failed to discharge the same. There is no reliable material for recording findings that the workman had worked for more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

23. Accordingly, the reference is adjudicated against the workman, Jai Prakash and I come to the conclusion that he is not entitled to any relief.

24. Award as above.

Lucknow

05th February, 2016

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 150/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/02/2016 को प्राप्त हुआ था।

[सं. एल-40012/160/2001-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 150/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Telecommunication and their workmen, which was received by the Central Government on 23/01/2016.

[No. L-40012/160/2001-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT:

RAKESH KUMAR, Presiding Officer

ID No. 150/2001

L-40012/160/2001-IR(DU) dated 28.08.2001

BETWEEN:

Sri Umesh Chandra S/o Sri Yogendra Pal Singh
Vill. Khaira, Post Khaira
Bulandshahr-203001

AND

The Divisional Engineer Telecom,
Bhur Telephone Exchange
Bulandshahr-203001

AWARD

1. By order No. L-40012/160/2001-IR(DU) dated 28.08.2001 the Central Government in the Ministry of

Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Umesh Chandra S/o Sri Yogendra Pal Singh, Bulandshahr and the Divisional Engineer Telecom . Bulandshahr for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF TELECOM DEPARTMENT IN TERMINATING THE SERVICES OF SRI UMESH CHANDRA S/O SRI YOGENDRA PAL SINGH W.E.F. 30TH APRIL 1999, IS JUST FAIR? IF NOT, FOR WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The workman has filed claim statement W-2 dated 05.11.2001, wherein briefly it has been stated that the applicant had worked from 01.12.1997 to 30.11.1999, continuously, on several assignments such as Computer, MDF Installation and Technical work etc. He had further stated that during the aforesaid period he had worked at Switch Room, Bhoorh, Motibagh Exchange, Sikendrabad, Dhankaur exchange. It has further been asserted that his seniority was not considered, his removal from service is against the principle of natural justice. No prior notice was given neither any retrenchment compensation etc. was paid. The applicant has stressed that he is still unemployed and suffering from financial hardship. He has requested for reinstatement with continuity of service and payment of back wages etc. An affidavit is also filed in support of the claim statement.

4. The opposite party has filed written statement M-4 dated 18.12.2001, wherein main allegations of the claim statement have been denied. The management has also pointed out that in the proceedings initiated before the Labour Commissioner (C) Dehradun in case D 8(3)/2001 the applicant had shown his date of termination as 30.04.1999, while before this Hon'ble Tribunal he has mentioned as 30.11.99, his version is self contradictory and can not be accepted. The management has further stated in the written statement that no appointment letter or termination letter has been filed alongwith claim statement, details regarding his so called work and assignment has not been given by the applicant, it has also not been shown that who had issued the appointment letter. The question of his removal does not arise, since he was never appointed in the department of opposite party. The management has requested to reject the claim statement alongwith cost.

6. Later on rejoinder W-3 dated 21.02.2002 has been filed by the applicant, with the denial of the pleadings taken in the written statement, reiterated the pleas of the claim statement. The applicant has clarified that due to typing error date of termination has been wrongly mentioned while the correct date of termination is 30.04.99. The applicant has further requested to summon the attendance register

and form AC-17 w.e.f. 01.12.1997 to 30.04.99, while working at the exchange and switch room and other office and he had signed on the attendance register. The applicant has again requested for his reinstatement alongwith back wages and continuity of service etc.

7. The applicant has filed affidavit dated 15.02.2003, photo copies of several documents have also been filed. An affidavit regarding loss of the attendance register and lodging of FIR has been filed C-42 by the management. Certain documents as per list C-46 have further been filed by the management. The applicant Sri Umesh Chandra has filed his affidavit dated 02.12.2009 W-80 alongwith an application, alleging therein forgery and fabrication in the affidavit of Sri Babu Lal, requesting thereby to declare the said affidavit null & void and to take criminal action against the deponent. Separate written submission has also been filed. The management has filed objection/written argument as M-82 before then then Hon'ble Judge/Presiding Officer regarding the plea of application pertaining to so called forged and fabricated affidavit. Separate objection M-89 has been filed by the management. Rejoinder dated 01.09.2011 has again been filed by the workman regarding so called forgery and fabrication etc.

8. The applicant Sri Umesh Chandra has filed affidavit dated 15.02.2003 in support of his claim statement. He has been cross examined on behalf of the management; another witness Sri Anupam Saxena has also been examined by the applicant, he was cross examined by the management.

9. The management has filed affidavit M-77 of Sri Babu Lal, DE(Phones), along with annexure. He has been cross examined on behalf of the workman.

10. The parties availed opportunity to cross-examine the witnesses of each other apart from putting oral as well as written submissions.

11. Heard arguments of the learned representatives of both the parties have been heard at length and perused material available on record in light thereto.

12. The workman has come up with a case that he had worked w.e.f. 01.12.97 to 30.04.99 continuously for more than 240 days in a year. It is also his case that he was neither served upon any appointment letter nor any termination letter while terminating his services w.e.f. 30.04.1999 without any rhyme or reason or complying with the mandatory provisions of Section 25 F of the Act. The workman has submitted that the management has made him payment through ACG-17 payment vouchers.

13. In rebuttal the management has contended that the workman has never been appointed to perform the duties as claimed by him and he should be put to strict proof of it. It has also been contended that the workman has not specified as to under whom he worked so that it could be ascertained his working. It has been argued that the workman never completed 240 days' continuous working

in a year and there was no appointment/termination/retrenchment at any point of time; and this does not violate any of the provisions of the Industrial Disputes Act, 1947.

14. I have scanned entire evidence available on record in light of the rival pleading and respective pleadings of the parties.

15. As pointed out above, by the learned authorized representative of the workman, the workman has alleged that the affidavit filed by the official of the management should not be read in the evidence and criminal proceedings should be initiated against him for alleged forgery and fabrication. The workman has also asserted that on the date and time shown in the affidavit, the deponent could not be feasibly present before the oath commissioner for swearing the pleas taken therein. Learned authorized representative of the management while refuting the charges has submitted that no forgery has been committed by any official of the management. The management has pointed out that Shri Babu Lal was looking after the working of Divisional Engineer (Phones), Khurja and Telephone Exchange, Khurja and telephone exchanges related to it are under Shri Babu Lal and he is free to go there in relation to day to day working and administrative obligations assigned to him. Therefore, the verification of the said affidavit at Khurja which was residential place of the deponent cannot legitimately create any doubt in veracity of the same. Any other typing error or clerical error which has patently or inadvertently occurred should not be highlighted unnecessarily. A close scrutiny of the aforesaid affidavit, challenged by the workman, clearly indicates that it cannot be discarded on mere technicalities raised by the workman. There was no personal intention or polluted motive of Sri Babu Lal, a senior official of the opposite party, in deposing and signing the affidavit.

16. The management has relied upon following pronouncements of Hon'ble Courts:

- (i) 2010 ACJ, 176 (SC)
- (ii) 2008, LCD (26) 871 (All. H.C.)
- (iii) 1995 AIR 350 (SC)
- (iv) 2010 ACJ 2112 (SC)
- (v) 2006 ACJ 1734 (SC)

17. The learned authorized representative of the workman argues that the above rulings do not apply to the facts of the present case, but no cogent reason has been assigned for this argument.

18. It is well settled that if a party challenges the legality of an action/order the burden lies upon him to prove illegality of the action/order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case, burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove that the termination order was illegal. It was

the case of the workman that he had worked for more than 240 days in each calendar year. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked for 240 days in the year preceding his alleged termination. In *Range Forest Officer vs S.T. Hadimani* (2002) 3 SCC 25 Hon'ble Apex Court has observed as under:

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

19. In *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman could be entitled for the protection of section 25-F of the Industrial Disputes Act, 1947 provided he is successful in establishing the fact that he had been in employment with the employer for a period of 240 days uninterruptedly. It was held by the Hon'ble Supreme Court that in such cases, the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Thus, in order to substantiate the workman has filed number of photocopy of the documents, less any appointment letter or termination order; rather it has been pleaded that no appointment/termination letter was given to him; likewise his services have been termination orally. The workman also tried to summon the payment vouchers and attendance register for the relevant period and payment details and the at the directions of this Tribunal, the management has filed an affidavit to the effect that the attendance register for the relevant period has lost and an FIR in this regard has been lodged. The photocopy of the alleged attendance registers, filed by the workman is

illegible and does not constitute any evidence in support of the workman that the workman had worked for 240 days in twelve calendar months preceding the alleged date of termination on 30.04.1999.

20. Admittedly no appointment letter was issued; and also, there is no pleading from the workman that under whom he worked or who engaged/appointed him in the department. The details of working/payment relied upon by the workman i.e. photocopy of muster roll, do not show that the workman actually worked for 240 days in a year preceding the date of termination i.e. 30.04.99. Thus, the workman has utterly failed to discharge the burden that lied upon him and has failed to substantiate his pleading by cogent documentary evidence that he was actually in the services of the management of Telecom Department and he worked for 240 days during period 29.04.98 to 30.04.99 i.e. one year preceding the date of his termination; and his services were terminated in violation of Section 25 of the I.D. Act, 1947, without giving him any notice or notice pay in lieu thereof or any retrenchment compensation.

21. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year is on the workman but he has failed to discharge the same. There is no reliable material for recording findings that the workman had worked for more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

22. Accordingly, the reference is adjudicated against the workman, Umesh Chand and I come to the conclusion that he is not entitled to any relief.

23. Award as above.

Lucknow

05th February, 2016.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलीकम्यूनिकेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 106/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/02/2016 को प्राप्त हुआ था।

[सं. एल-40012/100/2001-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 410.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (I.D. No. 106/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Department of Telecommunication and their workmen, which was received by the Central Government on 23/02/2016.

[No. L-40012/100/2001-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT:

RAKESH KUMAR, Presiding Officer

ID No. 106/2001

L-40012/100/2001-IR(DU) dated 14.06.2001

BETWEEN:

Sri Padam Singh S/o Sri Ramji Lal Singh
Vill. Mohan Nagar, Mohan Kuti, Maman Road
Bulandshahr-203001

AND

The Telecom. Distt. Manager
Telecom. Deptt. Babu Banarsi Das Trust Bldg.
Near Kandriya Vidalya Bulandshahr
Bulandshahr-203001

AWARD

1. By order No. L-40012/100/2001-IR(DU) dated 14.06.2001 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sri Padam Singh S/o Sri Ramji Lal Singh, Bulandshahr and the Telecom Distt. Manager, Telecom Deptt. Bulandshahr for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF TELECOM DEPARTMENT IN TERMINATING THE SERVICES OF SRI PADAM SINGH S/O SRIRAMJILAL SINGH W.E.F. 20TH APRIL, 1999, IS JUST FAIR? IF NOT, FOR WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. The workman has filed claim statement W-3 dated 23.07.2001, wherein briefly it has been stated that the applicant had worked from 03.03.1997 to Oct.1997 and from Nov.1997 to April 1999, under the subordination of AE (installation) Telephone Exchange, Khurga distt. Bulandshahr, and he had worked for 240 days continuously during one year, he has also been working for the work of MDF testing, but he was removed from service without

assigning any reason on 20.04.1999, no prior notice was given neither any retrenchment compensation etc. was paid, neither any enquiry was held. The applicant has alleged that provision of Section 25F of the I.D. Act, was not followed and his seniority was not considered and principle of “first come last go and last come first go” was also not followed, while several employees junior to the applicant are still working. The applicant has also pleaded that he is unemployed and suffering from financial hardship.

4. The applicant has further asserted that case No.1308/99 was filed by him before Hon’ble Central Administrative Tribunal where it has been ordered that the CAT had got no jurisdiction in this matter. Pleading that his removal of service is against the principle of natural justice as well he has requested for his reinstatement with continuity of service and payment of back wages etc. A affidavit has been filed with his claim statement. As per the list 4 dated 22.02.2002 photo copies of several documents have been filed by the workman.

5. The opposite party has filed written statement M-6 dated 29.08.2001, wherein main allegation of the claim statement have been denied. The opposite party has stated that the applicant has worked for 20days, 90 days and 74 days only during the year 96-97, 97-98 and 98-99, respectively, meaning thereby he had worked only for 74 days and his assertion that he had worked for 240 days is false. The management has also emphasized that he had never worked for MDF testing, rather has been engaged as casual labour, the applicant had filed case 1308/99 before Hon’ble CAT, Delhi, which was dismissed on 11.02.2000 for want of jurisdiction and on merits, imposing cost of Rs.250/ on the applicant but he had not deposited the cost yet. The opposite party has further stressed that the applicant had filed several case before different forums causing of loss of revenue to the department, no appointment letter was ever issued to the workman, and there is no violation of principle of natural justice. The management has prayed to dismiss the claim statement alongwith cost. The management has filed several documents as per list 6.

6. The applicant while denying the pleadings of written statement as filed rejoinder, reiterating the pleas taken in the claim statement. The applicant has emphasized that facts cannot ascertained the summoning attendance register and Form A,C,G-17. The workman has prayed for his reinstatement with continuity in service alongwith full back wages etc.

7. The management has stated that attendance register w.e.f. 03.03.1997 to April 1999 is missing, FIR has also been registered, ACG-17 payment receipt is also not available since the record is very old, regarding payment copy of ACE-2 has been annexed alongwith written statement, record relating to MDF testing being very old is not traceable therefore not filed.

8. The applicant Sri Padam Singh has filed his affidavit dated 02.09.2002, in support of the claim statement. He has been cross-examined on behalf of the management, on several dates. Another witness Sri Anupam Saxena has also been examined by applicant as W-76. He was cross-examined by the management.

9. The management has filed affidavit M-79 of Sri Babu Lal DE(Phones). He has been cross-examined on behalf of the workman.

10. The applicant has filed affidavit W-83 and application W-84, alleging therein forgery and fabrication in the affidavit of Sri Babu Lal, requesting there by to declare the said affidavit nul & void and to take criminal action against the deponent. Separate written submission has also been filed. The management has filed written argument before the then Hon’ble Judge/PO as M-85 regarding plea of applicant pertaining to so called forged and fabricated affidavit, objection dated 05.06.2011 has been filed by the management. Again rejoinder dated 29.08.2011 has been filed by the workman.

11. The parties availed opportunity to cross-examine the witnesses of each other apart from putting oral as well as written submissions.

12. Heard arguments of the learned representatives of both the parties have been heard at length and perused material available on record in light thereto.

13. The workman has come up with a case that he had worked under Assistant Engineer (Installation), Telephone Exchange, Khurja from 03.03.1997 to October, 1997 and under Asstt. Engineer (NEAX) Telephone Exchange, Bud, Bulandshahar from November, 1997 to April, 1999 regularly for more than 240 days in a year. It is also his case that he was neither served upon any appointment letter nor any termination letter while terminating his services w.e.f. 20.04.1999 without any rhyme or reason or complying with the mandatory provisions of Section 25 F of the Act. The workman has submitted that the management has made him payment through ACG-17 payment vouchers.

14. In rebuttal the management has contended that the workman has been engaged as casual labourer under Assistant Engineer (Installation) in the year 1996-97 for 20 days and in the year 1997-98 for 90 days. It has been further asserted that he also worked under SDE (ANEX), Bulanshahar for 74 days only and he never completed 240 days’ continuous working in a year and there was no termination/retrenchment at any point of time since the workman was a casual labour whose services were availed by the department intermittently; and this does not violate any of the provisions of the Industrial Disputes Act, 1947.

15. I have scanned entire evidence available on record in light of the rival pleading and respective pleadings of the parties.

16. As pointed out above, by the learned authorized representative of the workman, the workman has alleged that the affidavit filed by the official of the management should not be read in the evidence and criminal proceedings should be initiated against him for alleged forgery and fabrication. The workman has also asserted that on the date and time shown in the affidavit, the deponent could not be feasibly present before the Oath Commissioner for swearing the pleas taken therein. Learned authorized representative of the management while refuting the charges has submitted that no forgery has been committed by any official of the management. The management has pointed out that Shri Babu Lal was looking after the working of Divisional Engineer (Phones), Khurja and Telephone Exchange, Khurja and telephone exchanges related to it are under Shri Babu Lal and he is free to go there in relation to day to day working and administrative obligations assigned to him. Therefore, the verification of the said affidavit at Khurja which was residential place of the deponent cannot legitimately create any doubt in veracity of the same. Any other typing error or clerical error which has patently or inadvertently occurred should not be highlighted unnecessarily. A close scrutiny of the aforesaid affidavit, challenged by the workman, clearly indicates that it cannot be discarded on mere technicalities raised by the workman. There was no personal intention or polluted motive of Sri Babu Lal, a senior official of the opposite party, in deposing and signing the affidavit.

17. The management has relied upon following pronouncements of Hon'ble Courts:

- (i) 2010 ACJ, 176 (SC)
- (ii) 2008, LCD (26) 871 (All. H.C.)
- (iii) 1995 AIR 350 (SC)
- (iv) 2010 ACJ 2112 (SC)
- (v) 2006 ACJ 1734 (SC)

18. The learned authorized representative of the workman argues that the above rulings do not apply to the facts of the present case, but no cogent reason has been assigned for this argument.

19. It is well settled that if a party challenges the legality of an action/order the burden lies upon him to prove illegality of the action/order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case, burden was on the workman to set out the grounds to challenge the validity of the termination order and to prove that the termination order was illegal. It was the case of the workman that he had worked for more than 240 days in each calendar year. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he had in fact worked for 240 days in the year preceding his alleged termination. In *Range Forest Officer vs S.T. Hadimani* (2002) 3 SCC 25 Hon'ble Apex Court has observed as under:

“It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days or order or record of appointment or engagement for that period was produced by the workman. On this ground alone, the award is liable to be set aside.”

20. In *Surenderanagar Panchayat and another v. Jethabhai Pitamberbhai* 2005 (107) FLR 1145 (SC) Hon'ble Apex Court came to the conclusion that the workman could be entitled for the protection of section 25 – F of the Industrial Disputes Act, 1947 provided he is successful in establishing the fact that he had been in employment with the employer for a period of 240 days uninterruptedly. It was held by the Hon'ble Supreme Court that in such cases, the scope of the enquiry before the Labour Court was confined only to 12 months preceding the date of termination to decide the question of the continuous service for the purpose of section 25-F of the Industrial Disputes Act, 1947. Further, Hon'ble Apex Court has observed as under:

“The claimant, apart his oral evidence has not produced any proof in the form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he has worked with the employer for 240 days to get the benefit under section 25-F of the Industrial Disputes Act. It is now well settled that it is for the claimant to lead evidence to show that he in fact worked for 240 days in a year preceding his termination.”

Thus, in order to substantiate the workman has filed number of photocopy of the documents, less any appointment letter or termination order; rather it has been pleaded that no appointment/termination letter was given to him; likewise his services have been termination orally. The workman also tried to summon the payment vouchers and attendance register for the relevant period and payment details and the at the directions of this Tribunal, the management has filed an affidavit to the effect that the attendance register for the relevant period has lost and an FIR in this regard has been lodged also it has field working details of the workman which provide that the workman has worked for 110 days from 04.03.97 to 03.03.98 and for 74 days from 04.03.98 to 03.03.99. The photocopy of the alleged attendance registers filed by the workman is illegible and does not constitute any evidence in support of the workman that the workman had worked for 240 days in twelve calendar months preceding the alleged date of termination on 20.04.1999.

21. Admittedly no appointment letter was issued; and also, there is no evidence of the workman that the Assistant Engineer was competent to engage any casual labour. The details of working/payment relied upon by the workman do not show that the workman actually worked for 240 days in a year preceding the date of termination i.e. 20.04.99. Thus, the workman has utterly failed to discharge the burden that lied upon him and has failed to substantiate his pleading by cogent documentary evidence that he was actually in the services of the management of Telecom Department and he worked for 240 days during period 19.04.98 to 20.04.99 i.e. one year preceding the date of his termination; and his services were terminated in violation of Section 25 of the I.D. Act, 1947, without giving him any notice or notice pay in lieu thereof or any retrenchment compensation.

22. Mere pleadings are no substitute for proof. Initial burden of establishing the fact of continuous work for 240 days in a year is on the workman but he has failed to discharge the same. There is no reliable material for recording findings that the workman had worked for more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management.

23. Accordingly, the reference is adjudicated against the workman, Padam Singh and I come to the conclusion that he is not entitled to any relief.

24. Award as above.

Lucknow

05th February, 2016.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 411.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ (सीजीआईटीए) सं. 139/2006] को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/02/2016 को प्राप्त हुआ था।

[सं. एल-40012/2/2006-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [I.D. Reference (CGITA) No. 139/2006] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat

Sanchar Nigam Limited and their workman, which was received by the Central Government on 23/02/2016.

[No. L-40012/2/2006-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi, Presiding Officer

CGIT-cum-Labour Court,

Ahmedabad,

Dated 5th February, 2016

Reference: (CGITA) No. 139/2006

1. Dy. General Manager,
Bharat Sanchar Nigam Ltd.
C.G Road,
Ahmedabad

...First Party

Vs.

Their Workman

Shri Lakshmansingh Dalsukhbhai Patel,

Kundala Post office Sampa Tehsil,

Godhra, Dist: Panchmahal,

Gujarat

...Second Party

For the First Party : —

For the Second Party : Sh. Vijaykumar G Chauhan,
Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 40012/2/2006-IR(DU) dated 15.06.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bharat Sanchar Nigam Ltd., Ahmedabad by retrenching the services of Shri Lakshman Singh Dalsukhbhai Patel w.e.f. 31.07.1996 is legal and justified? If not, what relief the workman is entitled to and to what extent?”

2. This reference dates back to 15.06.2006. Both the parties were served. Acknowledge of service of register post is also received but second party did not prefer to file the statement of claim despite filing the vakalatnama (Ext.7) of his advocate and also seeking time vide application (Ext.8). Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 फरवरी, 2016

का.आ. 412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार असिस्टेंट सुपरिंटेंडेंट ऑफ पोस्ट ऑफिस, धोलका के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचात [संदर्भ (सीजीआईटीए) सं. 35/2004] को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/02/2016 को प्राप्त हुआ था।

[सं. एल-42012/264/94-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 24th February, 2016

S.O. 412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [I.D. Reference (CGITA) No. 35/2004] of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Assistant Supdt. of Post Office, Dholka and their workman, which was received by the Central Government on 23/02/2016.

[No. L-42012/264/94-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi, Presiding Officer
CGIT-cum-Labour Court,
Ahmedabad,
Dated 19th January, 2016

Reference: (CGITA) No. 35/2004

Reference: (ITC) No. 5/1996

1. The Asst. Suptd. Of Post Office,
Sub-division, Dholka,
Dist.: Ahmedabad ...First Party

Vs.

Their Workman
Sh. K.G. Prajapati,
Nani Devti,
Post Nani Devti,
Bavla Dist.,
Ahmedabad-380001 ...Second Party

For the First Party : Sh. P.M. Rami, Advocate

For the Second Party : Sh. B.B. Thesia, Advocate

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 42012/264/94-IR(DU) dated 26.02.1996 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of Asstt. Superintendent of Post Offices, Dholka (Ahmedabad) in removing Shri K.G. Prajapati, EDA from service is legal and justified? If not, to what relief the workman is entitled to and from what date and what directions are necessary in the matter?”

2. The second party workman name K.G. Prajapati submitted his statement of claim (Ext.2) alleging that he joined as an ED Agent on 10.07.1984 after receiving an appointment letter. He had been serving the Department of Post and Telegraph for 240 days in each year till his services were terminated. His service record was spotless despite the same he was served with the charge sheet levelling with baseless and false charges on 03.10.1991. Consequently, the charge sheet and inquiry, his services were terminated on 30.06.1998. The action was illegal, improper and also against the principles of natural justice. He further alleged that he was in fact orally terminated on 11.03.1991 at the time when he was not served with the charge sheet. After a laps of time, he was reinstated but thereafter with the service of charge sheet, he was again terminated from the service.

3. There was no written complaint against him regarding work and conduct and if it was so he was not communicated or served with the copy of the complaint during enquiry. A departmental enquiry was conducted but during the course of departmental enquiry, he was not given any opportunity defending himself or through next representative. Enquiry was conducted violating the all set of the principles of natural justice. Enquiry officer did not appreciate the evidence on record properly. Copy of enquiry was not given to him in the Gujarati language as asked by him. Thus, inquiry report was bad and perverse in the eye of law. Branch Post Master was prejudiced with him and with a vested interest he sent an adverse report to the higher authorities. Thus, the impugned action was illegal and liable to be set aside.

4. The first party, the Asst. Superintendent of Post Offices, Sub-division Dholka, Dist.: Ahmedabad submitted written statement (Ext.6) alleging that Postal Department is not an industry, therefore, categorisation of Extra Departmental agents working in the department does not come within the category of workman under the provisions of Industrial Disputes Act, 1947 as held by the Apex Court

in its judgement dated 02.02.1996. It is true that the second party had been working as Extra Departmental Agents, Nani Devti Branch office with effect from 10.07.1984 till the removal of service from 30.09.1993. It is also true that the second party was served for more than 240 days in each year. But his service record was not clean and spotless. Therefore, he was served with the charge sheet by letter No. B/EDA/KGP/91 dated 03.10.1991. It is wrong to say that the departmental enquiry was not conducted properly. The truth is that it was conducted following the principles of natural justice and provisions of Rule 8 of P&T EDA conduct rules 1964. He was made off duty vide memo No. B/EDA/KGP/91 dated 03.10.1991. After the conclusion of departmental proceedings and receipt of inquiry report, the second party was finally removed from the services under the provisions of Rule 7 of the P&T EDA conduct and service rules, 1964 after giving him proper opportunity of defending himself regarding his innocence. He could have exhausted the other available channels by way of appeal and review before the seeking the intervention of the Labour Court. He never made any complaint regarding the conduct of Mrs. Taraben Barot, Branch Post Master, Nani Devti. Moreover, Branch Post Master was not having any power to grant or sanction any kind of leaves. Thus, the allegations levelled in the statement of claim are against baseless and facts.

5. Following issues arise by the perusal of statement of claim and written statement filed by the second and first party respectively:

- (i) Whether the second party K.G. Prajapati was the workman under the definition of Industrial Disputes Act?
- (ii) Whether the second party K.G. Prajapati was terminated from the service without following a due process of law i.e. without conduct a proper departmental inquiry?
- (iii) Whether the second party K.G. Prajapati was given the opportunity of defending himself in the departmental inquiry?
- (iv) Whether the inquiry officer correctly appreciated the evidence during the course of departmental inquiry?
- (v) Whether the second party K.G. Prajapati given the copy of inquiry report before terminating him from the services?
- (vi) Whether the Branch Post Master was prejudiced with the second party K.G. Party?

Before giving any finding on aforesaid issues, I would like to discuss the oral evidence given by the both the parties.

6. Second party K.G. Prajapati stated on oath that I served as an ED Agent in Nani Devti branch Post Office.

On date 10.07.1984, I joined the service as ED Agent and had been serving till 13.3.1991. During this time, management did not give me any notice and did not punish regarding any misconduct. Again on 05.12.1991, management took me in service but terminated me by an oral order. No departmental enquiry was held against me. After that, I served for 1½ years till 30.09.1993. On 30.09.1993 I was again terminated. I was terminated by Sh Adaj, L.P. Shri Behrambhai Dhirjibhai Makawana did work which I was performing. Taraben Barot is the branch Post Master. Behrabhai Dhirjibhai is appointed by Taraben. Taraben deliberately did not send my leave report to the higher officers. I was terminated by way of victimisation. In order to appoint someone else on my post, I was terminated. Since my termination, I have tried to secure job elsewhere but in vain. Even today, I am ready to resume my duties if the first party is ready for this. On cross-examination he stated that I was appointed on 10.07.1984 as EDA and I used to distribute posts. I am aware of my duties as an EDA and whenever one proceeds on leave he has to give his leave report and depute another person on his place. It is not true that I proceeded on leave from 04.03.1991 to 12.03.1991 without any sanction or submitting report thereof. We have to report branch post master. I do not have the copy of the report submitted to the branch post master during the aforesaid period. It is not true that from 15.02.1991 to 02.03.1991, I have not properly register money orders, register ADs, and posts. It is true that I was give memo on 13.03.1991 and was suspended. I was given charge sheet on 04.10.1991 and I remained present in the departmental inquiry wherein I also submitted my defence. I was terminated on 30.09.1993. It is true that I received the inquiry report thereof. I have not filed any appeal before the appellate authority. It is not true that the charges levelled against me were proved.

7. On behalf of the first party Ratnaji was examined who stated that I have been working as Asst. Superintendent of Post office and presently posted at Porbandar. I know the facts of the present case. Shri Kantilal, Second party was appointed on 10.07.1984 as EDA at Nani devti branch post office. The second party doing the work of bringing posts, distributing the same, taking out the same from the post office as well as affixing stamps on the same. The second party was not performing his duties properly and used to remain absent on his own without giving any report. He also used to go away while on duty. He was given a warning regarding absent from the duty. On 13.03.1991, the second party shri kantilal was suspended, the copy of order thereof is produced vide Ext.7/1 which bears my signature. I was shown Ext. 7(2) and the same is letter dated 05.12.1991 is issued by the higher authority for cancellation of suspension order On that basis, the second party was taken back on work on 09.12.1991. Ext. 7(3) is the charge sheet issued to the second party. The said charge sheet pertains to him remaining unauthorisedly absent from 04.03.1991 to 12.03.1991 without

any permission. (2) from 26.02.1991 to 02.03.1991, he did not register entries of registered Ad as well as money order given to him for distribution. (3) He had been absent from 04.03.1991 to 12.03.1991, but he signed in the branch post office register in token of receipt of money order as well as register letter for the dates 04.03.1991 to 08.03.1991 (4) From 15.02.1991 to 18.02.1991, he did not visit Amathapura village. He visited the same village on 19.02.1991 and forced Mr. Kantibhai Bhaichandbhai Patel and put his signatures on all the dates together in the postman visit book. These signatures are taken in token of visit to the said village. The charge sheet bears my signatures. He was given 10 days time to file reply against the charge sheet. The second party gave his reply dated 07.10.1991 vide Ext. 7(4). A departmental enquiry was initiated against the second party for the said charges. Shri A.N. Trivedi, Asst. Superintendent of Post Office, Gandhinagar conducted the inquiry. The second party was afforded fullest opportunity in the inquiry proceedings. Ext.7(5) is the inquiry report. As all the four charges levelled against the second party were proved, he was terminated and as copy of thereof was given to the second party. Ext. 7(6) is the termination letter dated 30.09.1993 which is also received by the second party. Ext. 7(7) is the copy of register Ad which bears the signature of second party. Ext. 7(8) is the copy of money receipt. The second party was terminated after conducting departmental inquiry. Ext. 15 is the report of inquiry proceedings. I am not authorised to take the second party on service. On his cross-examination he stated that I have been working at Dholka from 16.05.1990 to 16.06.1994. Second party used to work under me. My designation is Asst. superintendent of post office, Dholka Sub-division. Taraben Barot was Branch Post Master of Nani Devti post office. It is not true that the second party had to work only at Nani Devti post office. The second party had to take various posts from Nani Devti post office and to distribute the same in nearby villages. I personally used to work at Dholka. It is true that the second party used to work under Taraben Barot. Shri Bhathibhai Fulabhai Makwana is appointed on temporary basis in place of the second party. He was relieved and Shri Bhairavbhai Dhirabhai is taken on work. I did not give any deposition before the inquiry officer in the inquiry proceedings of the second party. The second party has worked from 10.07.1984 to 12.03.1991 and 09.12.1991 to 30.09.1993. We also received complaints against the work and conduct of second party during the period of 1984 to 1990. In this regard, he was also given warning notice but the same is not produced in the present case. As the second party made the representation against the suspension order, consequently, the suspension order was revoked. However, he was not paid any salary for suspension period of 13.03.1991 to 05.12.1991. I had informed the department regarding the absence of the second party in 1991.

8. **ISSUE NO. I:-** Whether the second party K.G. Prajapati was the workman under the definition of Industrial Disputes Act?— Neither any evidence was adduced nor

any arguments was made by either of the parties on this issue. Therefore, it shall be taken as K.G. Prajapati being the temporary ED Agent.

9. **ISSUE NO II & III:-** Whether the second party K.G. Prajapati was terminated from the service without following a due process of law i.e. without conduct a proper departmental inquiry?— and Whether the second party K.G. Prajapati was given the opportunity of defending himself in the departmental inquiry?—On these issues, K.G. Prajapati second party, during his cross-examination has stated that It is true that I was give memo on 13.03.1991 and was suspended. I was given charge sheet on 04.10.1991 and I remained present in the departmental inquiry wherein I also submitted my defence. I was terminated on 30.09.1993. It is true that I received the inquiry report thereof. I have not filed any appeal before the appellate authority. Thus, from the perusal of his statement it cannot be said he was not given proper opportunity of hearing and defending himself. Therefore, these issues II and III are decided in negative i.e. against the second party.

10. **ISSUE NO.IV:-** Whether the inquiry officer correctly appreciated the evidence during the course of departmental inquiry?— On this question the learned counsel for the second party put forth the argument that the witnesses of the second party were not helpful to the inquiry officer therefore, inquiry officer disbelieve the disposition of the witnesses of the second party. He did not properly evaluated the evidence of the first party witness and gave his inquiry report without any basis. Had he evaluated the cross-examination of all the witnesses of the first party then he did not given his finding in the inquiry report? This arguments is not tenable because there is nothing on record to show that the inquiry officer gave his findings without any reason. Because the second party K.G. Prajapati in his statement of claim (Ext.3) as well as in examination in chief has not stated that he did not commit any misconduct by remaining absent duty without permission or prior sanction of leave. He has also not preferred any appeal, as admitted by him against the inquiry report including punishment. Thus, it cannot be said that the inquiry officer has not evaluated the evidence properly.

11. **ISSUE NO. V:-** Whether the second party K.G. Prajapati given the copy of inquiry report before terminating him from the services?— As regards the receipt of the inquiry report, the second party K.G. Prajapati has not stated in his examination that he was not given the inquiry report. Thus, this issue is decided in negative i.e. against the second party.

12. **ISSUE NO. VI:-** Whether the Branch Post Master was prejudiced with the second party K.G. Party?— Second party has not given any evidence on this issue as regards the prejudiceness of the Branch Post Master with the second party. Thus this issue is decided in negative i.e. against the second party.

13. I perused the inquiry report and the evidence given during the course of inquiry which clearly indicates that the second party remain absent for the 04.03.1991 to 12.03.1991 without any permission and also regarding non visit of the second party of Anantpura village on 15.02.1991, 16.02.1991 and 18.02.1991. He also obtained signatures of one K.G. Patel in his visit book together for four days on 19.02.1991 violating the rule no. 17 of the P&T EDA (C&S) rules 1965 by not marinating dedication to duty.

14. The learned counsel for the second party put forth all the arguments on the facts which were taken in the statement of claim but no such facts were tried or attempted by the second party to prove by either oral or documentary evidence. He has not stated in his evidence that he ever made any complaint against the Branch Post Master Taraben regarding her prejudiceness against him. Similarly, he has not imposed that enquiry officer also prejudice with him. He has not tried to establish this fact by way of any type of evidence.

15. Thus, all the arguments are untenable. There were catena decisions of the Apex court that if the workman or the second party has not challenged the inquiry report by way of appeal before the departmental appellate authority in such case impugned action cannot be interfered in the reference by way of award. In the present case, this is the admitted fact that the second party admittedly has not challenged the finding of the inquiry report before the departmental appellate authority by way of appeal. Thus, the reference is not maintainable and therefore, the impugned action of removal of second party Shri K.G. Prajapati by the first party cannot be set aside.

The order is passed accordingly. The reference is dismissed. Both the parties will bear their own costs.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 413.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेक्रेटरी, नई दिल्ली म्युनिसिपल कारपोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 78/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-42011/155/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 78/2015)

of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Secretary, NDMC and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-42011/155/2014-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT NO.1, KARKARDOOMA COURT
COMPLEX, DELHI**

ID No.78/2015

Shri Munshi Lal,
C/o Nagar Palika Karamchari Union,
Palika Niwas,
Lodhi Colony,
New Delhi

...Workman

Versus

The Secretary,
N.D.M.C. Palika Kendra,
Parliament Street,
New Delhi 110 001

...Management

AWARD

Central Government, vide letter No. L-42011/155/2014-IR(DU) dated 04.02.2015, referred the following industrial dispute to this Tribunal for adjudication:

“How far was the enquiry proceedings in consonance with law and it there was any malafide in the enquiry? If yes, what relief is the worker entitled to? And if the period of suspension can be counted as period spent and continuity of service?”

2. In the reference order, the appropriate Government commanded the parties to the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, the claimant opted not to file his claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the claimant as well as the management. Neither the postal article, referred above, was received back nor was it observed by the Tribunal that postal services remained affected in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite granting of several opportunities, the claimant opted not to file his statement

of claim. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither filed his statement of claim nor has he led any evidence so as to prove his cause against the management, as such, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : February 15, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत हैवी इलेक्ट्रिकल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 61/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/02/2016 को प्राप्त हुआ था।

[सं. एल-42011/29/2014-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 61/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Bharat Heavy Electricals Limited and their workmen, which was received by the Central Government on 24/02/2016.

[No. L-42011/29/2014-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 18th February, 2016

Present :

K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 61/2014

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Bharat Heavy Electricals Ltd. and their workman]

BETWEEN

The General Secretary : 1st Party/Petitioner Union
BHEL Mazdoor Sangam (BMS)
Opp. Building No. 79
Tiruchirappalli-620014

AND

The Executive Director : 2nd Party/Respondent
M/s Bharat Heavy
Electricals Ltd.
Kailashpuram
Tiruchirappalli
Tamil Nadu-620014

Appearance :

For the 1st Party/ : M/s B. Rajagopal, Advocates
Petitioner Union

For the 2nd Party/ : M/s T.S. Gopalan & Co.,
1st Respondent Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42011/29/2014-IR (DU) dated 15.07.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the demand for applicability and effect of wage revision to temporary employee artisans who were recruited against regular vacancies w.e.f. 01.01.2007 is legal and justified? If so, to what relief the union is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 61/2014 and issued notice to both sides. Both sides have entered appearance through their counsel and filed claim and counter statement respectively. The petitioner has filed a rejoinder in answer to the Claim Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are as below:

The petitioner union is affiliated to Bhartiya Mazdoor Sangh and All India Federation of Public Sector Employees National Confederation representing the workers. The petitioner is working for the betterment of the workers. The Respondent is a major unit of BHEL. Consequent to the revision of wages for the workers of the Respondent establishment w.e.f. 01.01.2007 based on the memorandum of agreement reached on 30.12.2009, revised wages were implemented and the arrears of wages were paid to the workers. In the meeting of Wage Anomalies Committee held on 17.03.2011 discussion was made regarding revision of wage rates in respect of temporary employee artisans. After this a circular dated 05.04.2011 was issued by which revised wage of Rs. 11,000/- was payable to temporary

employee artisans who were working as on 17.03.2011, the date of the wage anomaly committee meeting. The above circular was amended by a circular dated 12.07.2011 and by this the benefit of revised wages of Rs. 11,000/- was extended to temporary workers who joined the services of the Company on or after 01.01.2010 against sanctioned vacancies. This has resulted in payment of consolidated wages of Rs. 11,000/- to temporary workers who had joined on or after 01.01.2010 whereas those who have joined on or before 31.12.2009 received only Rs. 5,500/- even if they belong to same batch or senior batch. This has resulted in anomaly in consequential payments in other matters also. The petitioner has raised industrial dispute in view of this. While the matter was pending with the Assistant Labour Commissioner (Central) the Respondent issued another circular dated 12.07.2011 extending the benefit of revised consolidated payment to all temporary workers who had joined the services of the Company on or after 01.01.2009 against sanctioned vacancies. They were eligible for the amount from the date of their joining the services of the Company. This has resulted in disturbing the equity in the matter of payment of uniform consolidated amount. Some workers who have joined in the year 2008 are affected by the circular. The very purpose of issuing the circular dated 12.07.2011 making the benefit applicable to other temporary workers also was that the earlier circular "Disturbed the equity in the matter of payment of uniform consolidated amount". The circular dated 12.07.2011 defeated this very purpose. As the wage revision is applicable from 01.01.2007, all the temporary workers who had joined on 01.01.2007 or thereafter are entitled to the benefit of revised consolidated wages.

4. As per the wage revision agreement, the regular employees who were on the rolls of the Company on the date of wage revision settlement i.e. 30.12.2009 are eligible to get 2.5 increments as the benefit of revision alongwith the pay fixation benefit. However, this benefit was not extended to temporary employee artisans recruited against sanctioned vacancies who were on the rolls of the Company as on 30.12.2009 even though they were serving like any other employees. It is discrimination without any basis. The stand of the Respondent that only regular employees are entitled to 2.5 increment is without any justification. There is no exclusion clause in the Memorandum of Agreement dated 30.12.2009 excluding the temporary employee artisans. As per the agreement employees who have been regularized between 01.01.2007 and upto 31.12.2009 will also be granted 2.5 increments at 3% rate i.e. total 7.5% of revised Basic Pay w.e.f. date of their regularization as a special one-time dispensation. So it is obvious that there is no bar in paying 2.5 increments to temporary employee artisans. The conciliation before the ALC (C) has failed and the matter has been referred to this Tribunal. The decision of the wage anomaly committee should be implemented from 01.01.2007 which is the date

from which the wage revision is to be effective. The splitting up of same batch of temporary employees recruited against sanctioned vacancies through a common advertisement has disturbed the equity in the matter of payment of uniform consolidated amount. Several workmen are affected by this kind of splitting. The action of the Respondent is unfair and is against natural justice. An order may be passed directing that revised consolidated wages should be paid w.e.f. 01.01.2007 or from the date on which the respective employees joined and also directing that 2.5 increments should be paid to those who were on the rolls of the Company as temporary employee (artisan) on 30.12.2009 the date of signing of the Memorandum of Agreement.

5. The Respondent has filed Counter Statement contending as below:

The negotiation of revision of wages, allowances and other service conditions, memorandum of understandings and issue of circulars on those issues are always confined to regular employees in workman category from Grade A-1 to A-9. The temporary employee artisans is only a period of pre-employment training for a period of one year to enable the candidate acquainted with the work atmosphere, appliances, operation of utilities, etc. Absorption in the regular establishment is based on review of their performance. No pay related issue concerning them used to be dealt with in the direct negotiations in the Memorandum of Understanding or in the wage revision circulars issued by the Corporate Office of the Respondent. The circular dated 06.02.2010 provided for fixation of pay in the revised salary grade. Clause-7.2 of the circular made an exception that employees who have been regularized between 01.01.2007 and up to 31.12.2009 will also be granted 2.5 increments each of equal value at 3% revised scale of pay w.e.f. the date of their regularization as a special one-time dispensation. On the date of the circular dated 06.02.2010 there were a large number of temporary employees who were getting daily rate of wages for six months and consolidated wages for the next six months during their temporary service. On the basis of representation made on their behalf the Wage Anomaly Committee which was convened on 17.03.2011 decided to raise the consolidated amount payable to unskilled worker as Rs. 10,500/-, semi-skilled worker as Rs. 10,750/- and to skilled worker as Rs. 11,000/- It was also agreed upon that the amount will be payable from the date of joining to all the temporary employees recruited against the sanctioned vacancies who were working in various units of the Respondent as on 17.03.2011 as well as those to be recruited in future. On the basis of representations that the benefit should be given to temporary workmen prior to 17.03.2011 the benefit was extended to those temporary workmen who joined on or after 01.01.2010 also, by circular dated 22.07.2011. In the meeting of the Joint Committee held on 30th and 31st August 2013 it was agreed to allow enhanced

consolidated amount to those who had joined as temporary employees on or after 01.01.2009 with effect from the date of joining the services of the Company. A circular was issued accordingly. The minutes of the Joint Committee Meeting held on 30th and 31st of August 2013 are binding on the petitioner union as the Apex Body to which it is affiliated was party to the said Joint Committee Meeting. A demand was also made that such of those temporary employees recruited against sanctioned vacancies who are on the rolls of the Company as on 31.12.2009 also should be paid 2.5 increments. This demand is without any justification. The benefit of 2.5 increments was admissible to the regular employees on the rolls of the Company as on 31.12.2009. In so far as temporary employees are concerned the benefit was given only to those who have been regularized between 01.01.2007 upto 31.12.2009 as a special one-time dispensation. It was for this reason this category of workmen were not considered for enhanced consolidated wages. Apart from this the issue has been finally settled in the Joint Committee Meeting held on 30th and 31st August, 2013. The petitioner is not entitled to any relief.

6. The petitioner has filed rejoinder in answer to the Counter Statement denying the contentions therein and reiterating its own case in the Claim Statement.

7. The evidence in the case consists of oral evidence of WW1 and WW2 and MW1 and documents marked as Ext.W1 to Ext.W14 and Ext.M1 to Ext.M14.

8. **The points for consideration are:**

- (i) Whether the temporary employee artisans are entitled to wage revision and 2.5 increments w.e.f. 01.01.2007?
- (ii) What, if any are the reliefs to which the petitioner is entitled?

The Points

9. The Petitioner Union has raised the dispute on behalf of a particular section of the temporary employee artisans working with the Respondent. The claim is that enhancement in the consolidated wages payable to the temporary employee artisans should be w.e.f. 01.01.2007 or from the respective dates on which they have joined thereafter and also that 2.5 increments allowed as per the wage revision should be allowed to these temporary employee artisans also.

10. As both demands of the petitioner are inter-mingled it will be convenient to consider them together. The issue has arisen out of the wage revision consequent to the Memorandum of Agreement entered into between the Respondent and the Unions on 30.12.2009. Consequent to the memorandum of agreement circulars were issued effecting wage revision as per the agreement. Clause 7.2 of the circular provided for grant of 2.5 increments to employees who have been regularized between 01.01.2007 and up to 31.12.2009 as in the case of regular employees as

a special one-time dispensation. It was thereafter three circulars were issued by the Respondent by which temporary employee artisans who have joined on or after 01.01.2009 became eligible for the enhanced consolidated wages.

11. The practice in the Respondent establishment seems to be to take employees on sanctioned vacancies as temporary employees. They will remain as temporary employees for a period of one year before they are regularized. According to the Respondent it is only on successful completion of the period of temporary employment during which time they are to undergo training they will be absorbed in the regular establishment. Only then the regular scale of pay with allowances become payable to them. It is the case of the Respondent that the negotiation for wage revision is always in respect of permanent employees only and not in respect of temporary employees. The Memorandum of Agreement dated 30.12.2009 was not meant for the temporary employees. Apparently, this case of the Respondent is correct. Temporary employee artisans are taken for a period of one year with the understanding that they will be paid wages on daily basis for the first six months and thereafter they will be paid a consolidated amount for the next six months. WW1, the General Secretary of the Petitioner Union has joined the establishment as a temporary employee. At that time, the temporary employment was for a period of 2.5 years only after which he was regularized. He was getting consolidated payment of Rs. 5,500/- for the last six months of his temporary employment. The very concept of payment on daily wage basis and consolidated payment and not payment on a regular scale is for the reason that the concerned persons are only working as temporary employees and are yet to become part of the establishment as regular workers. The Memorandum of Agreement is only in respect of regular workers which will not be applicable to temporary employees.

12. The different circulars by which the benefit of consolidated payment was extended to temporary workers who had joined at different years were not on the basis of Memorandum of Agreement. There is no reference in the Memorandum of Agreement to payment of consolidated wages to the temporary workers. On the other hand these benefits came by different circulars issued at different times, circulars being Ext.W3, W4 and Ext.W6. The argument that is advanced on behalf of the petitioner is that the enhancement in the consolidated payment should have been made applicable to all those who joined on 01.01.2007 since this is the date from which the wage revision to the regular employees comes into effect. It could be seen from Ext.W3, the first circular that there was no intention to give enhancement in the consolidated payment to those who had joined before 17.03.2011. By Ext.W4 the benefit was extended to those who joined on or after 01.01.2010. Subsequently it was noticed that this has caused

some imparity in the sense that those who were recruited by the same notification received different rates of consolidated payment as they have joined on different dates. Then it was demanded that the benefit should be extended to those who joined from 01.01.2007. In the meeting of the Joint Committee it was decided that it will be payable to those who had joined as temporary employees on or after 01.01.2009. It is stated that this provision was made subject to the condition that this issue stands settled once and for all and it will not be pushed back to any earlier case. It is admitted by the petitioner in the rejoinder that the meeting held on 30th and 31 August, 2013 by which it was agreed to extend the benefit to those who joined on or after 01.01.2009 was attended by the organization to which the petitioner union is affiliated. So as a matter of right the petitioner could not claim extension of the benefit to a further period back. The claim cannot be made on the basis of the wage revision agreement as the same is not applicable to temporary employees. So there is no foundation for the claim made by the petitioner for extending the benefit of consolidated payment further.

13. The second demand of the petitioner is that the benefit of 2.5 increments that is made available to those employees who have been regularized between 01.01.2007 and up to 31.12.2009 should be made available to other temporary employees also. It has been pointed out on behalf of the respondent that it was because this benefit was made available also this section of the temporary employees were not given enhanced consolidated payment. It could be seen that those temporary employees who have joined after 01.01.2007 and were regularized before 31.12.2009 have received the benefit of 2.5 increments and so the petitioner could not allege inequality on the ground that the persons who were appointed by the same notification were discriminated. During examination of WW1, the General Secretary of the Petitioner Union has stated that it is not the case of the petitioner that the workmen who got the benefit of 2.5 in terms of settlement dated 30.04.2009 should also be given the benefit of higher wages of Rs. 11,000/- for the period of temporary service. This should be true vice-versa also. Those who got increase in the pay as temporary employees shall not be entitled to 2.5% increments as claimed by the petitioners. This will destroy the parity that was intended. The additional increment was given only to those persons who did not get enhancement in the consolidated pay. Annexure-4 to Ext.W2 the circular dated 06.02.2010 gives an illustration on pay fixation in respect of employees regularized between 01.01.2007 and up to 31.12.2009. This shows that by payment of 2.5 additional increment they are getting Rs. 877.5 each which is almost equal to the enhancement in the consolidated pay that is allowed to those temporary artisans who joined subsequently. So, the case that there is discrimination in the absence of increase in the consolidated amount payable to this section could not be accepted.

14. The settlement is one that is accepted by the Petitioner Union as well and it is binding on them also. The settlement does not provide for any additional benefit of 2.5 increments for the section of workers on whose behalf the claim is made. The agreement being in force also, the claim could not be entertained.

In view of my discussion above, the reference is answered against the petitioner. An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/ : WW1, Sri G. Sankar
Petitioner : WW2, Sri V. Vengadesan
For the 2nd Party/ : MW1, Sri Ajesh Sharma
Management

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	10.02.2010	Minutes of 13th Meeting of the Joint Committee for BHEL (2007) held on 30.12.2009
Ext.W2	06.02.2010	Corporate Human Resource Circular No. 007/IRX/2010
Ext.W3	05.04.2011	Corporate Human Resource Circular
Ext.W4	12.07.2011	Corporate Human Resource Circular
Ext.W5	20.08.2013	Notice for conciliation by ALC (C)
Ext.W6	04.10.2013	Corporate Human Resource Circular
Ext.W7	-	Employment Notice No. 1/2007
Ext.W8	22.09.2008	Offer of Appointment
Ext.W9	29.12.2008 19.01.2009	Offer of Appointment to Mr. Mahesh Kannan R. Office Order – Mr. Mahesh Kannan R. joining
Ext.W10	04.07.2008	Office Order – Joining – TEA Sri P. Thanigaiyarasu
Ext.W11	04.03.2008	Office Order – Joining – TEA Sri M. Sankar
Ext.W12	20.04.2010	Office Order – Absorption as Artisan Gr.IV – Sri M. Sankar
Ext.W13	18.09.2009	Office Order – Joining – TEA Sri R. Venkatesan
Ext.W14	28.10.2010	Office Order – Absorption as Artisan Gr.IV – Sri R. Venkatesan

On the Management's side

Ex.No.	Date	Description
Ext.M1	08.08.2013	Claim under [2 (K)] of I.D. Act filed by BMS Union before ALC (C) Puducherry
Ext.M2	26.09.2013	Reply of BHEL to ALC (C) Puducherry
Ext.M3	14.12.2013	Reply of BHEL to ALC © Puducherry
Ext.M4	12.02.2014	Reply of BMS Union to ALC (C) Puducherry
Ext.M5	07.07.2014	Letter from Additional GM (HR) BHEL Regd. Office Delhi to the Under Secretary to the Govt. of India, Ministry of Heavy Industries, Public Enterprises, New Delhi
Ext.M6	-	BHEL, Tiruchirappalli Employment Notification No. 276, 277, 278, 280, 282, 283, 285 and 289
Ext.M7	10.08.1983	Corporate Personnel Circular No. 5 of 1983 – under reference AA/PER/369 (Wage Revision Circular from 01.09.1992 for 5 years) – issued by BHEL, New Delhi
Ext.M8	04.07.1989	Circular No. 01/July/1989 issued by Trichy Unit (Wage Revision Circular from 01.09.1986 for 5 years and 3 months)
Ext.M9	-	Corporate Circular No. 22 of 1995 (Ref. No. AA/PER/501) (Wage Revision Circular from 01.01.1992 to 31.12.1996) issued by BHEL, New Delhi
Ext.M10	15.11.2000	Corporate Circular No. 045/IRX/2000 (Ref.No.AA/PER/508A) (Wage Revision Circular from 01.01.1997 for 10 years till 31.12.1996) issued by BHEL, New Delhi
Ext.M11	03.02.2012	Corporate Office letter no. AA/HR/IR/523 (AC) enclosing the minutes of 2nd Meeting of Anomalies Committee held on 17.03.2011 (issued by BHEL, New Delhi)
Ext.M12	24.09.2013	Corporate Office Letter No. AA/HR/525 (11-WS) enclosing the Minutes of Special Session of Joint Committee on 30th & 31st August, 2013 (Issued by BHEL, New Delhi)

Ext.M13 29.04.2014 Conciliation failure report of ALC (Central)

Ext.M14 31.05.2011 Circular reconstituting Joint Committee for BHEL (Ref. Page No. 2 – CFF Karamchari Sangh in Hardwar (CFFP).

नई दिल्ली, 25 फरवरी, 2016

का.आ. 415.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 113/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/197/98-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 415.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/197/98-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/113/99

Shri Premal Dahayat,
C/o Mishra, MPEB,
In front of office, Amanpur,
Jabalpur, MP

...Workman

Versus

Regional Manager,
Bank of Maharashtra,
Regional Office, Wright Town,
Jabalpur

...Management

AWARD

Passed on this 7th day of December, 2015

1. As per letter dated 7-3-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received.

The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/197/98/IR-(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of Maharashtra, Jabalpur vide order No. 31/DE/ST/778/96-97/7970 dated 1-11-96 in terminating Shri Premal Dahayat from service is justified? If not, what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 3/1 to 3/12. Case of Ist party workman is that he is handicapped by vision of one eye. He belongs to SC category. He was appointed as clerk on 1-1-1989 on regular basis at Wright town branch, Jabalpur. While working in said branch he was suspended on 7-1-92. Chargesheet was served on him on 7-7-1992. Enquiry Officers and Presenting Officers were appointed. After their transfer, they could not complete enquiry. Another Enquiry Officer was appointed, R.W.Bhalerao was appointed as Presenting Officer. Workman submit that evidence of 12 management's witnesses were recorded. Their statements did not support allegations of management. Misconduct could not be proved. The findings of Enquiry Officer are perverse. Workman has submitted opinion of handwriting expert and finger print expert Shri K.R.Pillai but the Enquiry Officer refused to take the documents on record. the signatures were not of the person whose specimen signatures were submitted. Workman reiterates that charges against him are not proved. That he was compelled to go away from the place of posting and he was shown unauthorisely absent. Charges alleged against him are not proved. Enquiry is not properly conducted. On such ground, workman submits that he be reinstated with full backwages.

3. 2nd party filed Written Statement at Page 7/1 to 7/8 opposing claim of Ist party workman. 2nd party also submits that the Ist party was initially appointed as clerk on 1-2-1989. He was posted at Wright town branch, Jabalpur for the misconduct committed by him. workman was suspended as per order dated 7-1-92. Chargesheet was issued to him on 7-7-92. DE was conducted against him, workman was dismissed, order of dismissal is legal. Charges against workman were of serious nature. Irregularities and mis-appropriation of the funds of the Bank. He fraudulently withdrawn amounts from two accounts SB.A/C No. 4139 & SB A/C No.K-88 forging signatures on withdrawal slip. The details of the charges are narrated in the Written Statement at Page 2. 2nd party also submits that 12 witnesses of management were examined before Enquiry Officer. All the witnesses were cross-examined. Workman examined himself. No defence witness was examined on his behalf. It is reiterated that as per report of Enquiry Officer misconduct is proved. Considering serious nature of proved misconduct, punishment of dismissal imposed against workman is legal.

4. As per order dated 23-1-2014, enquiry conducted against workman is found proper and legal.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|--|
| (i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings? | In Affirmative |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Affirmative |
| (iii) If not, what relief the workman is entitled to?” | Workman is not entitled to any relief. |

REASONS

6. Workman though alleged enquiry conducted against him was illegal on various grounds, he did not adduce evidence in support of his contention. Evenafter finding on preliminary issue, he has not participated in reference. No evidence is adduced on other issues.

7. Learned counsel for 2nd party Shri Shrotri submits that evidence of 12 management's witnesses was recorded before Enquiry Officer. Enquiry Officer submitted his report. Personal hearing was given to workman issuing show cause notice. The evidence of management's witnesses is devoted on the point that workman was working as cashier, he was dealing with receiving and payment of money. Enquiry Report is produced at Page 228. Enquiry Officer has considered withdrawal of Rs.5000 dated 2-1-92 from S.B.account No. 4139 Rs.4000 from SB.A/C. K-88. The amount was written in payment scroll. On 23-10-91, workman prepared himself the withdrawal slip of A/C No. 4139 of Rs.4000/- written in the payment scroll. Other withdrawals from A/C 4139 of Rs.29,600. Amount Rs.27,500 from S.B.Account K-88 during the year 1991-92 by workman. The Enquiry Officer recorded finding that charges against workman are proved. Workman has not participated in reference proceeding. No evidence is adduced to substantiate his contentions. I donot find any reason to hold that finding of Enquiry Officer are not supported by evidence or the findings of Enquiry Officer are perverse. For non-participation of workman in reference proceeding, the contentions of workman cannot be accepted. The charges alleged against workman are supported by evidence. That serious nature of misconduct proved by evidence in Enquiry Proceedings, punishment of dismissal against workman cannot be said illegal. For above reasons I record my finding in Point No.1,2 in Affirmative.

8. In the result, award is passed as under:-

- (1) The action of the management of Bank of Maharashtra, Jabalpur vide order No. 31/DE/ST/778/

96-97/7970 dated 1-11-96 in terminating Shri Premlal Dahayat from service is legal and proper.

(2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 416.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 45/2001) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/164/2000-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 416.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/164/2000-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/45/2001

PRESIDING OFFICER: SHRI R.B.PATLE

Shri Kishore Kumar Masih,
C-8, Adarsh Nagar, Kasaridih,
Durg (C.G)

...Workman

Versus

General Manager,
Allahabad Bank, AB,
Zonal Office,
Gautam Nagar,
Bhopal

...Management

AWARD

Passed on this 17th day of December 2015

1. As per letter dated 12-2-2001 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under

Section -10 of I.D.Act, 1947 as per Notification No.L-12012/164/2000-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of the Allahabad Bank in dismissing Shri kishore Kumar Masih, Ex-Cashier-cum-clerk, Kasardih Branch of the Bank from service w.e.f. 9-4-99 communicated to him vide reference No. ROB/Per/KKM/VIG/104 dated 9-4-99 is legal and justified? If not, what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 7/3 to 7/14. Case of Ist party workman is that he was working as cashier-cum-clerk at Kasardih Branch, Distt Durg of Allahabad Bank from December 1989 he was deputed to staff training Centre from 24-4-95 to 29-4-95. That one Ripu Daman Gajpal hereinafter referred as complainant was holding A/C No. 841 in the branch. He had complained about withdrawal of amount from his account by cheque No. 600211 dated 12-12-94- Rs.6000/- to Shri Raj Kumar Thakur, cheque No. 600213 dated 16-1-95- Rs.35,000 to Diesel India (Sirdar Baldee Singh), Cheque No. 600212 dated 9-1-95 Rs.9000 payment of Roshan Rajput on 1-2-95. Cheque No. 600214 dated 11-1-95 Rs.5000 payment to Iqbal dated 6-2-95. That the payments under cheque were received by above persons. Cheque of Rs.5000 payment to Iqbal is not available in the branch. It is alleged that 2nd party obtained undated letter from complainant after payment of disputed cheques. He letter has been shown dated 24-4-95 in handwriting of Bank staff. The complaint dated 24-4-95 was withdrawn by the complainant as he was satisfied about his doubts and requested no action was required to be taken on his complaint. That 2nd party No.3 with malafide intention obtained letters from recipients of amount Raj Kumar Singh Thakur, Devendra patni, Roshan Singh Rajput, Iqbal Hussain. 2nd party No.3 obstructed workman on 1-5-95 withdrawing his present assignment and not to access bank record books etc. He was suspended by 2nd party. No.2 as per order dated 16-4-95. Chargesheet was issued to him by Regional Manager on 28-5-96. Enquiry was commenced from 10-6-97 and completed on 27-4-98.

3. Ist party workman reiterates that the statements of management witness No. 1 to 4 recorded before Enquiry Officer cannot prove charge against him. That the management did not call Raj Kumar Singh Thakur, Devendra Patni, Roshan Singh Rajput, Iqbal Hussain for recording their statements. That Enquiry Officer should not have relied on evidence of management's witnesses. The Enquiry Officer was committed to hold that charges alleged against workman are proved. Ist party workman reiterates that question whether all the cheques in question were genuine and whether cheques were in order at the time of its passing. That the amount was withdrawn under disputed cheques

by complainant himself through different persons. Without assigning any reason, the complainant Ripu Daman Gajpal was not examined in Enquiry Proceedings. The complaint was withdrawn by him. No connivance between workman and witnesses receiving amount could be established. The Enquiry Officer held amount under cheque was finally received by workman. charge No. 1,2 & 4 were held proved. The findings of Enquiry Officer are perverse. The misconduct alleged against him for fraudulent act cannot be proved from evidence in Enquiry Proceedings. The findings of Enquiry Officer are perverse. The punishment of dismissal imposed against him is illegal. Workman has claimed amount of Rs. 2,60,000/- towards interim relief. Workman prays for his reinstatement with consequential benefits.

4. 2nd party filed Written statement at Page 5/1 to 5/49 opposing claim to workman. Case of 2nd party is that Ist party workman was working as cashier/ clerk at Kasaridih branch, Distt. Durg. He committed fraudulent activities, chargesheet was issued to workman on 28-5-96 for misconduct under clause 19.5.j of Bipartite settlement. The details of the charges are given in para 3 of the Written Statement. Ist charge pertains to payment of Rs.9000/- to Shri Roshan Rajput under Cheque No. 600212 dated 91-95 from Account No. 841 of Ripu Daman Gajpal. Charge No.2 pertain to payment of Rs.32,000/- under Cheque No. 600213 dated 16-1-95 to Diesel India through Sirdar Daljit Singh on clearing from State Bank of India. Charge No. 3 is payment of Rs. 5000 to Iqbal under cheque no. 600214 dated 11-1-1995, 4th charge pertains to payment of Rs.6000 to Raj Kumar Thakur under Cheque No. 600211 dated 2-12-1994. Workman submitting reply to chargesheet denied charges against him, reply was found unsatisfactory and it was decided to hold enquiry against workman. Shri R.C. Verma was appointed as Enquiry Officer, R.J. Nagpal as Presenting Officer. On transfer of Shri R.C. Verma, Shri S.G. Vaidya was appointed as Enquiry Officer. Enquiry was conducted on various dates details given in Para 8 to 13. Enquiry Officer submitted his report holding that charges 1, 2 & 4 alleged against workman were proved. Charge No. 3 was not proved. 2nd party reiterates that misconduct alleged against workman is covered under clause 19.5.j of Bipartite settlement. Enquiry was conducted properly allowing opportunity for defence to the workman. Once complaint is received by Bank, it cannot be left to the discussion of complaint withdrawn at his choice. The consequences of complaint would be based on investigation/ enquiry. Enquiry was conducted to the full satisfaction of CSE. There was no allegation about the enquiry conducted against him. it is denied that the complaint was withdrawn. MW-1 to 3 in their evidence says that the cheques were given to them by workman. workman cannot direct management to produce particular witness. Workman had no objection against the Enquiry Officer. 2nd party reiterates

that enquiry was conducted as per rules following principles of natural justice. As per findings of Enquiry Officer, charge No. 1,2 , 4 are proved. Punishment of dismissal is imposed considering the gravity of charges proved against workman. workman is not entitled to any relief.

5. Ist party workman submitted rejoinder at Page 6/1 to 6/49 reiterating his contentions in statement of claim. It is alleged that 2nd party has put influence on MW-1 to MW-3. Complainant Shri R.D. Gajpal was instrument giving colour to the episode. He has not mentioned name of workman in his complaint for withdrawal of amount from his account. Transaction in account No. 841 was genuine as the concerned staff of the branch passed the transaction. Shri R.D. Gajpal was not examined in the enquiry. Consequently he could not be cross examined on material aspects. Ist party prayed to quash the enquiry and order f his dismissal contending that he had not committed any misconduct. 2nd party was satisfied about the withdrawal of the amount. It is reiterated that from evidence of management's witness, misconduct alleged against him cannot be proved. MW-4 has admitted that the disputed cheques fulfilled the genuiness of transaction. The evidence of management's witnesses is tried to be analyzed reiterating that misconduct are not proved, the findings of Enquiry Officer are perverse.

6. As per order dated 3-3-2014, enquiry conducted against workman is found proper and legal.

7. Considering pleadings on record and orders on enquiry, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|---|--|
| (i) Whether the charges alleged against workman is proved from evidence in Enquiry proceedings? | Charge No.1, 2, 4 are proved against workman |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Workman is not entitled to any relief. |

REASONS

8. In view of enquiry conducted against workman is found legal as per order dated 3-3-2014, question whether charges alleged against workman are proved needs to be decided from evidence in Enquiry Proceedings. Learned counsel for workman Shri Vijay Tripathi during course of argument emphasized that misconduct alleged against workman is not covered under Bipartite Settlement 19.5.j that complainant Ripu Daman Gajpal had withdrawn his complaint. He was not examined as management's witness. The transaction between workman and Shri Gajpal were

Private Transaction. No evidence is adduced that cheque book was not issued to Shri R.D.Gajpal. There is no evidence of handwriting expert regarding the cheque book issued to Shri R.D.Gajpal. That after payment of Rs. 32,000/-, the dispute started between workman and Shri R.D.Gajpal in order to setting score, R.D.Gajpal had submitted complaint against him. That negligence on part of workman on loss to the Bank has not been established. In support of his argument, learned counsel Shri Tripathi relied on catena of cases, I will deal with said cases at later part. In reply, Shri A.K.Shashi submits that the complainant Shri R.D.Gajpal had deposited amount in his Account No. 841. When complaint was received about withdrawal of amount by cheque not issued by him, management is bound to enquire into the matter. Withdrawal of complaint cannot take away management's right to enquire into allegations. Ist party workman in his pleadings in statement of claim has not disclosed how he had received all the cheques for withdrawal by self from Shri R.D.Gajpal. there is no evidence that transaction was private transaction between them. The evidence of management's witness No. 1 to 4 is sufficient to prove the charges. After withdrawal of complaint, Shri R.D.Gajpal had not admitted receipt of amount withdrawn by disputed cheques.

9. To deal with the argument whether the misconduct alleged against workman regarding withdrawal of amount by 4 cheques in question is covered under Clause 19.5.j, the relevant provisions needs to be considered. Clause 19.5.j of bipartite settlement provide-

“Doing any act prejudicial to the interest of the Bank of gross negligence or negligence involving or likely to involve the bank in serious loss”

On the point Shri Vijay Tripathi relied on ratio held in case between Rasiklal V.Patel versus Ahmedabad Municipal Corporation reported in 1985(2)SCC-36. Their Lordship held unless either in the certified standing order or in the service regulations an act or omission is prescribed as misconduct, it is not open to the employer to fish out some conduct as misconduct and punish the workman even though the alleged misconduct would not be comprehended in any of the enumerated misconducts.

In present case, chargesheet Exhibit W-6 was issued to workman on 28-5-96 regarding payment of amount under 4 disputed chequest in view of complaint submitted by Shri R.D.Gajpal dated 24-4-95. Said complaint was withdrawn on 6-5-95 as per document 7/18,20. said documents withdrawing complaint donot disclose that the amount withdrawn by disputed cheque was received by the complainant Shri R.D.Gajpal. The evidence of management's witnesses M-1 to M-3 is clear that the cheques were handed over by Ist party workman for withdrawal of the witnesses. The cheque of Rs.32,000 was handed over by CSE workman to his driver who had handed over same to

MW-3 Daljit Singh Sirdar. When unauthorized withdrawal of amount was alleged by Complainant, the misconduct alleged against workman that the transactions were likely to cause loss to the Bank, the chargesheet cannot be said in proper.

10. Turning to the evidence in Enquiry proceedings, the Enquiry Proceedings is not legible. The typed copy of Enquiry proceeding is made available. Witness MW-1 Roshan Singh in his statement in Enquiry Proceedings says he was working as Driver of Ist party workman. on 1-2-95, workman handed over cheque of Rs. 9000 for withdrawal. He had withdrawn amount on cheque amount was paid to workman. he had given statement Exhibit M-13 to the Bank Officer. He admitted his signature on it. The cheque Exhibit M-10 shown to him was the same Ist party had given to him. The cheque bears his signature on its reverse. In his cross-examination, MW-1 says he was working as Driver of Ist party workman in 1995. He was unemployed for same period. He had no other source of income. His father was pensioner. He was acquainted with Ist party workman through his friend. He was unable to tell his name. he had gone for withdrawal of amount once and withdrawn amount of Rs.9000/- by cheque. On 1-2-95, he was unable to tell the date. The cheque was handed over to him by workman. on same day, he had withdrawn amount around 11 – 11.30 AM. Amount was paid by him to workman. His evidence about workman giving cheque of Rs. 9000, he withdrawn amount and handed over to workman is not shattered. His evidence is corroborated by Exhibit M-10, M-11. MW-2 Daljit Singh in his evidence in enquiry says he was acquainted with workman. Once he had gone with workman. That the car of Ist party had starting trouble. He had advised him to repair his car at Guntur. He received telephonic message from Ist party workman for going to guntur for repairing of his car. Arrangement of amount was made. Blank cheque duly signed was handed over by workman to his Driver for purchase of engine. That diesel engine was purchased for Rs.3000 and said cheque was handed over after it was duly filled in name of Diesel India. In his cross-examination MW-2 says he had gone to guntur for repairing of his vehicle. He had long acquaintance with workman. From Guntur, they had returned after 4-5 days MW-2 was appointed in Punjab and Sind Bank, he used to sign as Daljit singh. Document Exhibit M-20 bears his signature. The witnesses had signed on it in his presence. The evidence of MW-2 that blank cheque of Rs.32000 was given by workman to his driver and it was filled after purchase of diesel engine and handed over to Diesel India is not shattered. MW-3 Raj Kumar Sahu in his evidence says he was called by workman upstairs. The cheque of Rs.6000 was handed over to him for withdrawal. He asked workman when he was working in Bank, why he was asking for withdrawal of amount under cheque. Workman explained that he was working in Bank, if he withdraw amount, other staff may demand money from him. As there was marriage

of his maid, he was intending to give amount to her. He withdrawn amount of Rs.6000/- under cheque and paid that amount to workman. In his cross-examination, MW-3 says he was knowing workman since 1988. He was doing work of depositing cheque in the Bank and withdrawn amount. He was working pension block office since 23-12-80. On 25-4-95, Bank officer inquired from him MW-3 was unable to tell to whom the cheque belong, he had withdrawm amount the cheque of Rs. 6000/-. When he withdraw amount anyone did not ask him in the Bank. He admits his signature on cheque. He had signed on statement shown to him. The statement of MW-4 Shri R.K.Sahu is devoted on the point that complaint was received about withdrawal of amount. The cheques were not issued by complainant. The investigation was carried and persons withdrawn amount were identified by their statements recorded. The documents Exhibit M-4, 7 to 11, 13, 15, 17 & 19 are identified by the witness. In cross-examination of all management's witnesses, there is absolutely no suggestion as to what kind of transaction was between Ist party workman and R.D.Gajpal complainant. There is absolutely no suggestion how workman had received self withdraw cheque from Shri R.D.Gajpal complainant. The evidence in Enquiry Proceedings is absolutely silent that workman had returned the amount to Shri R.D.Gajpal, complainant. Which he received from MW-1, 2 & Iqbal. The argument advanced by learned counsel for workman that it was private transaction between complainant and workman appears after thought. Said amount has not been disclosed earlier in time.

11. Shri Vijay Tripathi during course of argument further submits that report was submitted to police but no prosecution was initiated against workman. MW-4 in his cross-examination says that the cheque should be properly drawn and should be in order. In reply to Q.27, MW-4 says that the cheque was properly passed by Competent Authority. Merely saying that cheque was properly passed cannot be said that the workman had not received amount under cheque. In reply to Q.13, MW-4 says that looking to the cheque shown to him, genuiness of transaction has been fulfilled. When workman has handed over cheque in question to MW-1, 2 and blank cheque was handed over to his Driver. The amount of Rs.5000 was never returned back to Shri R.D.Gajpal. Neither the complainant Shri Gajpal is informed about receipt of cheque. Clause 19.5.j covers the act likely the cause of loss to Bank. In present case, amount of Rs. 900, 6000, 32000 and 5000 was withdrawn from his account No. 841 and complainant was submitted by Shri R.D.Gajpal. He had not withdrawn said amount. The evidence of witness shows that Ist party workman was handed over cheques to witness and he received amount. There is no evidence how CSE was entitled to received amount under cheque in question. Any kind of private transaction between Shri R.D.Gajpal and workman is not established. The evidence on record sufficiently proves

that CSE received amount of cheque and amount of Rs. 32000 was paid to Diesel India. The blank cheque in question was handed over by CSE to his Driver which was filled in name of Diesel India towards purchase of diesel engine. The evidence doesnot disclose that the engine was purchased by complainant Shri R.D. Gajpal.

12. Learned counsel for Ist party workman relies on ratio held in case of

Nirmala J.Jhala versus State of Gujarat and another reported in 2013(4) SCC-301. Their Lordship held burden of proof lay on department and High Court erred in shifting onus upon appellant who was delinquent in enquiry.

The ratio in the above case cannot be applied to case at hand as management has adduced evidence of MW-1 to MW-4.

In Case of Glaxo Laboratories (I) Ltd versus Presiding Officer, Labour court, Meerut and others reported in 1984(1) SCC-1, their Lordship held standing orders regarding providing for punishment should be strictly construed.

Ratio held in the case cannot be benefitially applied to case at hand as the term used in 19.5.j of Bipartite settlement likely to cause loss is included as misconduct. Ratio cannot be benefitially applied to case at hand.

In case of Ministry of Finance and another versus S.B.Ramesh reported in 1998(3) SCC-227. Their Lordship dealing with Departmental enquiry standard of proof observed that if Enquiry Officer had not attempted to question the delinquent employee under Rule 14(18) of CCS(CCA) Rules on the evidence appearing against him although such opportunity ought to have been afforded despite having set him exparte, (ii) only one of 7 documents was proved by the witness and certain documents had been marked on the side of the delinquent by the enquiry Officer without the delinquents consent and therefore the inference drawn from such documents stood vitiated, (iii) the said document allegedly containng the statement of the lady in question was relied on by the Enquiry Officer and the disciplinary authority without offering her as a witness for cross-examination, (iv) the witness in whose presence the said statement was allegedly made, (v) the authenticity of the said statement had beend enied by the delinquent employee.

The evidence of MW-1 to 4 is cogent w.r.t. cheque handed over by workman for withdrawal of amount. The CSE has received amount whereas amount of Rs. 32,000 was paid to Diesel India. Blank cheque was handed over to CSE to his Driver. Ratio cannot be applied to present case at hand.

In case of M.V.Bulani versus Union of India and others reported in 2006(5)SCC-88. Their Lordship held disciplinary proceedings being quasi criminal in nature, there should be some evidence to prove the charge. Though proof beyond all reasonable doubt as required in criminal trial is not necessary in departmental proceedings, charges in said proceedings has to be proved by preponderance of probability.

The evidence of MW-1 to 4 is clear that the workman had handed over cheques for withdrawal of amount and received payment. The misconduct alleged against workman is supported by their evidence. The ratio cannot be beneficially applied to case at hand.

In case of Roop Singh Negi versus Punjab National Bank and others reported in 2009(2) SCC-570. Their Lordship held mere production of documents is not enough. Contents of documentary evidence has to be proved by examining witnesses.

Management's witnesses have admitted their signatures on the cheque in question, they admitted the statements given by them, ratio held in the case cannot be applied to case at hand.

Case of Union of India and others versus Gyan Chand Chattar reported in 2009(12)SCC-78. Their Lordship dealing with charge of bribery held serious charges like bribery held should be specific, definite and detailed.

In present case, chargesheet issued to workman gives details of the cheques under which amount was withdrawn. Therefore the ratio held in the case cannot be applied to present case.

13. Shri A.K.Shashi supporting his contentions relies on ratio held in

Case of Bank of India versus D.Padmanabhadu and another reported in 1995-I-LLJ-233. Their Lordship held temporary retention amounts to misappropriation. Repayment would not absorb liability. Workman being a member of ST not a relevant factor in appreciating facts and law.

Ist party workman has received amount of cheque in question Rs.6000, 9000 and amount of Rs.32000 was paid to Diesel India. Enquiry Officer held charge No.3 not proved and no evidence in that regard is found in the Enquiry Proceedings. There is no evidence that how Shri R.D.Gajpal had handed over blank cheque to workman. However he handed over said cheque to the concerned for withdrawal etc. and also received amount. The act of workman receiving amount cannot be said bonafide.

Reliance is also placed in ratio held in case of Emco Transformers Ltd versus S. Shouche and another reported in 1997(LLR)-649. His Lordship of Bombay

High Court held that in criminal proceedings, the life and liberty of a person is at stake whereas in Labour cases the Labour Court has to examine and ascertain as to whether the contract of employment between employer and employee be maintained intact even against the wishes of the parties. Thus the Labour Court is entitled to do if there is total lack of bonafides or a gross case of victimization or a situation where a totally innocent person has been dismissed from service leading to an interference of victimization.

Considering evidence of MW-1 to 4 and documents on record of enquiry, it cannot be said that workman is innocent when he received amount from Shri R.D.Gajpal.

In case of R.S.Saini versus State of Punjab and others reported in 1999(8) SCC-90, their Lordship held Enquiring authority based on record and after considering the defence put forth by the appellant. The conclusions have been drawn in a reasonable manner and objectively. These conclusions cannot be termed as perverse or not based on any material nor it is a case where there has been any non application of mind on the part of the inquiring authority. His Lordship concluded that there is no fault in the findings of the High Court.

In case between workmen of Balmadies Estates versus management of Balmadies Estates and others reported in 2008(4)SCC-517. Their Lordship considering the facts when two workmen dismissed from service on committed theft held that there was no direct evidence to show that the two workman had committed theft. Their Lordship held findings of guilt was based on very slender evidence. On facts, findings of Labour Court were perverse and can be termed to be based on misconception of law.

The copy of award in R/117/97 is also submitted. The evidence of said case is not comparable. In said reference, the enquiry was initiated after acquittal of workman but with difference that the material witnesses examined in Enquiry Proceedings were not examined as witness in criminal case. Therefore the award cannot be relied even for persuasion purpose.

Shri A.K.Shashi relies on ratio held in Case of State of Bank of Patiala versus S.K. Sharma reported in AIR 1996 SC-1669. Their Lordship dealing with principles of natural justice to be followed held the substantive provision has normally to be complied with and the theory of substantial compliance or the test of prejudice would not be applicable in such a case. In case of violation of procedural provision, the position is this procedural provisions are generally meant for affording a reasonable and adequate opportunity to the delinquent employee.

Enquiry conducted against workman is found legal as per order dated 3-3-2014. Therefore ratio held in case cannot be applied at this stage.

14. Enquiry Report is produced at Exhibit W-8. Enquiry Officer has separately considered evidence w.r.t. evidence of the charges. Charge No. 1, 2, 4 are held proved. The findings of Enquiry Officer are supported by evidence of MW-1 to MW-4. Evidence is cogent that CSE had received amount from MW-1,2 and amount of Rs.32,000 paid to Diesel India, blank cheque was given by workman to his Driver which was duly filled and amount was paid after clearing. The withdrawal of complaint by Shri R.D.Gajpal is not disclosing. He received the amount withdrawn by cheque. Amount was received by workman cannot be said bonafide.

15. Learned counsel for workman Shri Vijay Tripathi submits that evidence in enquiry cannot prove fraudulent act on part of workman. That complainant is not examined, MW-4 has admitted the cheque was properly sanctioned, the transaction was denied. Meaning of fraud as per Chamber's Dictionary is-

“An act of deliberate deception, with the intention of gaining some benefit, someone who dishonestly pretends to be something they are not, a cheat.”

The evidence in enquiry doesnot disclose how workman received blank cheque from complainant, in what capacity, he received amount under cheque in question, and not returned amount to the complainant. No evidence has been adduced about private transaction between CSE and Shri Gajpal. However he received amount under cheque in question- the act cannot be said bonafide. The scope of judicial review doesnot permit re-appreciation of evidence in Enquiry Proceedings. Certainly amount received by CSE under cheque in question would constitute an act likely to cause loss to the Bank therefore I record my finding in Point No.1 that charge No. 1,2,4 are proved.

16. **Point No.2-** In view of my finding that Charge No.1,2& 4 are proved against workman, he had unauthorisely received amount under cheque in question and CSE has been benefitted by payment of said amount to which he was not entitled, the misconduct against workman are of serious nature. CSE was working in the Bank and he received unauthorised cheque, the punishment of dismissal cannot be interfered. I therefore record my finding in Point No. 2 in Affirmative.

17. In the result, award is passed as under:-

- (1) The action of the management of the Allahabad Bank in dismissing Shri kishore Kumar Masih, Ex-Cashier cum clerk, Kasardih Branch of the Bank from service w.e.f. 9-4-99 is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 65/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/167/98-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 417.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/167/98-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/65/99

Shri G. G. Soni,
S/o Late Shri G.P.Soni,
LIG-13, Hathital Colony,
Jabalpur

...Workman

Versus

Regional Manager,
Punjab National Bank,
Napier town, in front of Home Science college,
Wright Town,
Jabalpur

...Management

AWARD

Passed on this 11th day of December, 2015

1. As per letter dated 25-1-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/167/98-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Punjab National Bank in dismissing the service of Shri G.G.Soni, special Assistant vide their order dated

19-2-94 is legal and justified? If not, to what relief the said workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim on 16-3-99. Case of Ist party workman is that he was working as clerk cum cashier with 2nd party Bank in Narsinghpur branch. His service record was unblemished. Chargesheet was issued to him. He was also placed under suspension pending enquiry. DE was conducted against him. Enquiry Officer submitted his findings. Without issuing notice and ignoring that workman was clerical staff, obeyed directions of his superiors, the punishment of dismissal was imposed on 13-1-94. He had submitted representation on 21-1-94 to the management contending that the charges framed by management without any basis. The charges were incorrect. That enquiry was conducted against him in violation of principles of natural justice not allowing him opportunity for his defence. The Defence Representative Mr. Sharma was under treatment. He was unable to attend enquiry. Despite repeated request, the Defence representative was not allowed to cross-examine the management's witness Nos.1, 2.

3. Ist party workman further submits that management filed documents. That the documents were not proved in the enquiry. Enquiry Officer did not allow defence representative to cross-examine the witnesses of management. Any borrower was not examined before Enquiry Officer to prove loan and advances to them. Workman suffered prejudice. The order of his dismissal is illegal. That higher authorities of the Bank are responsible for sanctioning of loan and overdraft. He was not involved in the fraud while discharging his duties. After his dismissal, he is out of employment suffering financial hardship. On such ground, workman prays for reinstatement with backwages.

4. 2nd party filed Written Statement on 15-7-03 opposing claim of the workman. 2nd party submits that workman was working as Special Assistant in the Bank at Narsinghpur branch. Chargesheet was issued to him on 3-10-89 alleging various charges. Workman failed to perform his duties of morning checking of long books of current account, cash credit, recurring, mini deposits and fixed deposits, he failed to incorporate deviation register, failed to obtain Life Certificates from the pensioners while releasing the pension. Workman committed false recommendations while sanctioning demand loans, fabricated supply of securities from fictitious sanction etc. Total 27 charges were alleged against workman. Reply submitted by workman was found unsatisfactory. Shri V.K.Omre was appointed as Enquiry Officer and G.P. Patana was appointed as Presenting Officer. Ist party workman was allowed defence representative Shri P.N. Sharma. The enquiry was conducted on various dates. Management examined two witnesses, they were cross-examined,

workman was given opportunity for his defence. Enquiry was conducted as per rule following principles of natural justice. Enquiry Officer submitted his report. Charges against workman are proved. Considering serious nature of charges proved against workman, punishment of dismissal was imposed against him. Unless the enquiry is found vitiated, workman has no right to ask for production of any documents. 2nd party submits that it is not necessary to examine borrowers as there was no such demand by the workman during the Enquiry Proceedings. 2nd party prays that reference be answered in its favour.

5. As per order dated 17-9-2014, enquiry conducted against workman is found legal. Considering pleadings on record and findings of enquiry, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

“(i) Whether the charges alleged against workman are proved from evidence in Enquiry proceedings?”	In Affirmative
(ii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?”	Workman is not entitled to any relief.

REASONS

6. Enquiry conducted against workman is found legal as per order dated 17-9-14. Question arise whether charges alleged against workman are proved needs to be decided from evidence in Enquiry Proceedings. Workman has not participated in reference proceeding. He has not adduced any evidence on preliminary issue. No evidence is adduced by workman on other issues. Evidence of workman on other issues was closed on 19-11-2014. Management has also not adduced evidence on other issues. The record of enquiry is produced at Exhibit M-1. The chargesheet issued to workman pertains to 27 charges shown in details at Page 1 to 19 of Exhibit M-1. Charges alleged against workman pertains to his failure of duties, checking fixed deposits, recurring deposits, mini deposits, cash, credit account, log books of current accounts, releasing pension without obtaining live certificate, recommending and sanctioning loan against Kissan Vikas Patra in excess of the limits without authority. Management produced documents and examined witnesses Praveen Kumar and B.B.Sopte. Enquiry Proceedings is produced at Pages 35 to 126. Various documents are produced at Exhibit M-2 to M-175. Enquiry Officer submitted his report at Page 4-3 to 433. Enquiry Officer has separately discussed evidence w.r.t. each of the charge. For example while dealing with charge No.5 pertaining to releasing pension vouchers on 1-11-88 for

the period October 88, the names of 25 pensioners are mentioned. While dealing with charge No.6, it is discussed that on basis of recommendations of Ist party workman, loan of Rs.7000 was sanctioned. Ist party workman has not participated in reference proceeding. He has not adduced evidence on preliminary issue or other issues in the matter. Nothing is brought on record by workman how the findings of Enquiry Officer are not supported by evidence or the findings are perverse. On the other hand, Enquiry Officer has separately considered evidence of the management's witness w.r.t. each of the charges. When workman has not participated in reference proceeding, any argument are not advanced on his behalf, the detailed discussion of the evidence considered before Enquiry Officer is not necessary. It is surprise to say that evidence in Enquiry Officer proved charges against workman. Therefore I record my finding in Point No. 1 in Affirmative.

7. **Point No.2-** In view of my finding in Point No.1 charges alleged against workman are proved from evidence in Enquiry Proceedings, question remains for consideration whether punishment of dismissal imposed against workman is proper and legal. 27 charges were alleged against workman pertaining to sanctioning the loan against the Kisan Vikas Patra, fixed deposit exceeding the limit and other charges proved against him are of serious gravity therefore the punishment of dismissal imposed against working cannot be said shockingly disproportionate or illegal. For above reasons, I record my finding in Point No.2 in Affirmative.

8. In the result, award is passed as under:-

- (1) The action of the management of Punjab National Bank in dismissing the service of Shri G.G. Soni, special Assistant vide their order dated 19-2-94 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 418.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1409/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/18/2004-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 418.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the Award (Ref. No. 1409/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/18/2004-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi, Presiding Officer
CGIT-cum-Labour Court,
Ahmedabad,
Dated 11th January, 2016

Reference: (CGITA) No. 1409/2004

1. The Asst. General Manager,
Bank of Baroda,
(Surat Dist. Branch),
Saifee Buld., Dutch Road,
Nanpura,
Surat (Gujarat)-395001 ...First Party

Vs.

Their Workman
Sh. Hasmukh J. Bhavsar,
175 Maher Nagar, Adajan Road,
Surat (Gujarat)-395009 ...Second Party

For the First Party : -

For the Second Party : -

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 12012/18/2004-IR(B-II) dated 31.05.2004 referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bank of Baroda through its Officers in terminating the services of Shri Hasmukh J. Bhavsar by way of dismissal order dated 07.08.2001 is legal, proper and justified? If not, what relief the concerned workman Shri Hasmukh J. Bhavsar is entitled to?”

2. This reference dates back to 31.05.2004. Second party filed the Vakilpatra (Ext.3) of his advocate M.S. Mansuri and also filed the statement of claim Ext.4 on 05.12.2005. On 18.07.2008 second party moved an application alleging that

he has served his copy of statement of claim to the first party but first party did not prefer to submit the written statement. Thus right of first party to submit written statement be closed. On this application the Tribunal closed the opportunity of filing written statement by first party. But since then second party did not come forward to submit his evidence. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 419.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/122/2002-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 419.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/122/2002-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi, Presiding Officer
CGIT-cum-Labour Court,
Ahmedabad,
Dated 13th January, 2016

Reference: (CGITA) No. 12/2006

The Chief Manager,
Bank of India,
Rajkot Main Branch,

M.G. Road,
Rajkot-360001

...First Party

Vs.

Their Workman
Sh. Hemendra M. Mankad,
C/o. Sh. M.D. Mankad,
“Tarak” Janta Society,
Tagore Marg,
Rajkot-360001

...Second Party

For the First Party : Kum. Meenaben Shah, Advocate

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L- 12012/122/ 2002-IR(B-II) dated 31.01.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Bank of India, Ahmedabad in terminating Sh. Hemendra M. Mankad from service vide order dated 11.12.1991 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. This reference dates back to 31.01.2006. Second party submitted his statement of claim (Ext.7) on 26.06.2006. First party also filed written statement on 26.06.2007 since then number of opportunities were given the second party to lead evidence but no evidence has been given by the second party. Learned counsel for the first party has been present on every date. Thus, it appears that second party is not interested in the proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 420.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार माहेश्वरी हैंडलिंग एजेंसी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1223/2004) (आईटीसी सं. 14/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-37011/2/2003-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1223/2004) (ITC No. 14/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of M/s. Maheshwari Handling Agency Private Ltd. and their workmen, received by the Central Government on 25.02.2016.

[No. L-37011/2/2003-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi, Presiding Officer
CGIT-cum-Labour Court,
Ahmedabad,
Dated 30th December, 2016

Reference: (CGITA) No. 1223/2004

Reference: (ITC) No. 14/2003

The Manager,
M/s. Maheshwari Handling
Agency Private Ltd.
540, 12C Lilashah Circle,
Gandhidham

...First Party

Vs.

Their Workmen,
Through the President,
All India Safai Mazdoor Congress,
657, ward 11-B, Dadar Nivas,
Maharshi Valmiki Nr. Go,
Gandhidham-370240

...Second Party

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/2/2003-IR(B-II) dated 31.03.2003 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s Maheshwari Handling Agency Private Ltd., Gandhidham in terminating the services of the workmen (list as per Annexure) and denying them salary for the period indicates is legal and justified? If not, what relief the workmen are entitled to and since when?”

2. This reference dates back to 31.03.2003. Despite notice sent to be parties, second party did not prefer to submit a statement of claim. Thus it appears that the second party has no interest in proceedings of the reference. Therefore, Tribunal has no option but to dismiss the reference in default of the second party.

The reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 25 फरवरी, 2016

का.आ. 421.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ सं. 65/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12011/20/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 25.02.2016.

[No. L-12011/20/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 2nd February, 2016

Present :

K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 65/2015

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Bank and their workman]

BETWEEN:

The General Secretary, : 1st Party/Petitioner Union
Indian Bank Employees
Association, No. 17,
Ameerjan Street, Choolaimedu,
Chennai-600001

AND

The General Manager (HRM) : 2nd Party/Respondent
 Indian Bank, Corporate Office
 264, Avvai Shanmugham Salai
 Chennai-600014

Appearance :

For the 1st Party/ : Sri K. Krishnan, Authorized
 Petitioner Union Representative
 For the 2nd Party/ : M/s Aiyar & Dolia,
 Respondent Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/20/2015-IR (B.II) dated 13.05.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of Indian Bank, Chennai regarding withdrawal of Special Pay to SWO and recovery of excess payment is justifiable or not? If not, to what relief the workmen are entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 65/2015 and issued notices to both sides. The petitioner has entered appearance through Authorized Representative and the Respondent through the counsel and have filed Claim and Counter statement respectively. The petitioner has filed a rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are as below:

The petitioner is a Union registered under the Trade Union Act and has substantial following among the workmen of the Respondent Bank. The Union takes up genuine grievances of its members in the Respondent Bank. As per the provisions of the 9th Bipartite Settlement Clerical Staff working in the branches of the Respondent are receiving Special Pay of Rs. 500/- a month. The Respondent refused to pay this allowance to a section of the staff under the pretext that they do not fall under the category of Single Window Operator “B”. After the 9th Bipartite Settlement, Computer Operator “A” category is merged with Computer Operator “B” category. All the Clerical Staff are entitled to special pay of Rs. 500/- as all of them are bound to perform on the duties of Single Window Operator B whenever they are allotted the work. Even when they are not allotted the work of Single Window Operator “B”, it does not deprive them of the allowance of Rs. 500/-. An award may be passed directing the Respondent to restore the benefit of Special Pay of Rs. 500/- to all the Clerks and also return the amount that was wrongly recovered from them.

4. The Respondent has filed Counter Statement contending as below:

The dispute is raised on a misinterpretation of the provisions of the 9th Bipartite Settlement. As per the provisions of 9th Bipartite Settlement, Special Pay carrying posts under the Clerical Cadre from 01.01.2007 till 30.04.2010 were re-designated as Single Window Operator A, Single Window Operator “B”, Head Cashier-II and Special Assistant. From 01.05.2010 there are only three special allowance carrying posts in Clerical Cadre i.e. Single Window Operator “B”, Head Cashier-II and Special Assistant. The Respondent has issued circulars regarding performance of functional duties, passing powers and capability level of the Clerical Staff. With effect from 01.05.2010 all existing Clerical Staff who were not drawing any Special Pay as on 30.04.2010 are paid Special Pay of Rs. 1000/- per month which shall be merged with their Basic Pay w.e.f. the date they will be designated as Single Window Operator “A”. Petitioner has not challenged the provisions of the Bipartite Settlement or the circulars based on them. The work in Cash Section at branches will be assigned among the Clerks on turn basis and the period of rotation will be three months in a cycle. Whenever the Clerical Staff members are drawing Special Allowance on permanent basis they will be continued to be paid Special Allowance at the same rates only as long as they perform the job attracting allowances in the same branch. In terms of 9th Bipartite Settlement, Clerical Staff who were drawing Special Pay for the post mentioned in 8th Bipartite Settlement as on 30.04.2010 shall continue to discharge their special pay duties as earlier. In addition, upon their re-designation as Single Window Operator “B” they shall be liable to discharge the duties of Single Window Operator “B” also. With effect from 01.05.2010 all existing Clerical Staff who are not drawing any Special Pay as on 30.04.2010 shall be paid a Special Pay of Rs. 1000/- per month which is to be merged with the basic pay. They shall be designated as Single Window Operator “A” and shall be liable to discharge the duties as provided in Part-C, Schedule-II of 9th Bipartite Settlement. The others will be in the Special Pay earning post of Single Window Operator “B”, the Special Pay being Rs. 500/- per month. The claim that all the Clerical Staff are entitled to Special Pay of Rs. 500/- per month for working in computer terminals is not correct. The petitioner is not entitled to any relief.

5. The petitioner has filed rejoinder denying the case in the Counter Statement and reiterating the case in the Claim Statement.

6. The evidence in the case consists of documents marked as Ext.W1 to Ext.W8. Both sides did not adduce any oral evidence. The Respondent did not produce any document also.

7. **The points for consideration are :**

- (i) Whether there was any withdrawal of Special pay by the Respondent as alleged?
- (ii) Whether recovery of excess payment from the Clerical Staff by the Respondent is justifiable?
- (iii) What, if any are the reliefs to which the petitioner is entitled?

The Points

8. The Petitioner Union has raised the dispute claiming that as per the provisions of 9th Bipartite Settlement entered into between the Management and the employees associations, all the Clerical Staff working in the branches in the Respondent are entitled to Special Pay @ Rs. 500/- per month but this has been denied to them from 01.05.2010 and the Special Pay already drawn by the staff has been recovered as excess payment also.

9. The argument that has been advanced on behalf of the petitioner is that all the Clerical Staff are working in computer terminals and there is no distinction between Single Window Operator “A” and Single Window Operator “B” and all of them are bound to perform all the duties specified in the 9th Bipartite Settlement for the Clerical Staff and therefore all of them are entitled to Special Pay of Rs. 500/- per month.

10. Adjudication of the issue is to be based on the terms of the 9th Bipartite Settlement. The contention of the Respondent is that the petitioner’s claim is based on the wrong interpretation of the settlement. According to the Respondent only those Clerical Staff who are performing the duties of Single Window Operator “B” are entitled to draw the Special Allowance of Rs. 500/- from 01.05.2010.

11. Ext.W1 is the extract of the relevant portions of 9th Bipartite Settlement regarding Special Allowances payable and the duties to be performed by the employees. Ext.W2 is the circular issued by the HRM Department of the Respondent based on the 9th Bipartite Settlement. The relevant clauses of the 9th Bipartite Settlement that gives insight into the claim of the petitioner are extracted below:

Clause-11

Special Pay

Clause-11(i) – In supersession of Clause-11 of the Bipartite Settlement dated 02.06.2005, with effect from 1st November 2007 and upto 30th April 2010, the Special Pay payable to the Clerical Staff and Subordinate Staff in banks other than State Bank of India shall be as mentioned under Part A (a), (b), (c) and (d) in Schedule 11 of this Settlement

Clause-11(ii) – With effect from 1st May, 2010 posts attracting Special Pay in Clerical Cadre as mentioned in Part A (a) Schedule ii to this agreement shall stand modified and members of the Clerical Staff performing

the said duties shall be treated as those assigned with duties of Single Window Operator “B”.

XX

Clause-11(iii) – with effect from 1st May, 2010, posts attracting Special Pay and Special Pay thereon shall be as provided in Part B of Schedule II to this Settlement.

Clause-11(iv) – With effect from 1st May, 2010, Clerical Staff who are drawing Special Pay for posts mentioned in Part A (a) in Schedule-II to this Settlement as on 30th April, 2010 shall continue to discharge the Special Pay duties as hitherto and as provided in Schedule-III of Bipartite Settlement dated 2nd June, 2005. In addition, upon their re-designation as Single Window Operator “B” w.e.f. 1st May, 2010 as provided in Clause (2) above, they shall also be liable to discharge the duties of Single Window Operator “B”

XX

Clause-11(v) – With effect from 1st May, 2010, all existing Clerical Staff who are not drawing any Special Pay as on 30th April 2010 shall be paid a Special Pay of Rs. 1000/- per month which shall be merged in their Basic Pay with effect from that date. They shall be designated as Single Window Operator “A” and shall be liable to discharge the duties as provided in Part C in Schedule II to this Settlement.

XX

Clause-11(viii) – With effect from 1st May 2010, for all the existing Clerical Staff as on 30th April 2010 and continuing in service on 1st May 2010, out of the Special Pay payable to them, an amount of Rs. 1000/- shall be merged into Basic Pay and balance amount shall be payable as Special pay. Basic Pay shall stand increased accordingly on and from 1st May 2010. Special Pay payable thereafter shall be as provided in Para B of Schedule II to this Settlement.

Clause-11(x) – With effect from 1st May 2010, the duties and responsibilities of Clerical and Subordinate Staff other than in State Bank of India shall be as set out in Schedule III to this Settlement.

12. Schedule-II, Part-A(a) of the Bipartite Settlement gives a list of 27 categories of Clerical Staff who were drawing Special Pay at different rates for the period from 01.11.2007 to 30.04.2010. The note below the list states that with effect from 01.05.2010 all those posts attracting Special Pay stands modified and re-designated as Single Window Operator “B”. Part-B of the schedule shows that Single Window Operator “B” is entitled to Special Pay of Rs. 1,500/-. Out of this Rs. 1000/- is to be merged with Basic Pay on and from 01.05.2010 and Special Pay payable from this date will be Rs. 500/-.

13. Part-C of the schedule refers to the duties of the Clerical Staff with effect from 01.05.2010. It states that all members of the Clerical staff who did not get any Special Pay as on 30.04.2010 on regular basis shall be designated as Single Window Operator A. The duties of Single Window Operator "A" also are specified in the schedule. It is further stated that apart from the 8 duties enumerated, whenever required they will function as Single Window Operator where he will also receive and pay cash. The additional duties in this respect include passing and cash payment of all cheques, withdrawal forms, etc. upto and including Rs. 10000/-, passing independently and clearing transfer cheques, vouchers, etc. upto Rs. 15,000/- and also receipt of cash, issue of pre-signed drafts, cheques, etc. upto and including Rs. 15,000/-. This part of the schedule does not refer to payment of any special pay to those who are working as Single Window Operator "A". Schedule-III of Part-D specifies the Special Pay duties. It states that Special Pay duties do not include the routine duties of the cadre which a workman has to normally perform but merely refer to those special allowance duties which if performed in addition to the routine duties will entitle a workman to a Special Pay on the terms and conditions provided in Chapter-5 of the 1st Bipartite Settlement as modified. It is clarified in the schedule that the workman entrusted with duties attracting Special Pay can be required to perform routine duties of his cadre. The routine duties of the Clerical Cadre which are already given in Part-C are repeated in this schedule also. After this the schedule goes on to enumerate the duties of Single Window Operator "B". These are extracted below:

Single Window Operator "B"

In addition to the duties of Single Window Operator "A" their duties will include:

- (a) Passing and Cash Payment of all cheques/ withdrawal forms/banker's cheques, gift cheques, etc. upto and including Rs. 20,000/-
- (b) Passing independently clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs. 25,000/-
- (c) Receipts of cash and issue of pre-signed drafts/gift cheques/travelers' cheques/pay order/bank orders, etc. upto and including Rs. 25,000/-

14. The clauses in the circular marked as Ext.W2 are exactly in tune with the provisions in the Bipartite Settlement. While showing the break up details of the Special Pay the circular states that Special Pay of Rs. 1000/- payable to Single Window Operator A will merge with the Basic Pay and Rs. 1,000/- out of the Special Pay of Rs. 1,500/- payable to Single Window Operator "B" will merge with Basic Pay and the remaining Rs. 500/- will be the amount payable as Special Pay to Single Window Operator

"B". The duties to be performed by Single Window Operator "A" and the additional duties to be performed as Single Window Operator "B" narrated in the bipartite settlement are also reproduced in the circular.

15. On a close reading of the relevant provisions of Bipartite Settlement extracted above and the circular what is to be seen is that all the Clerical Staff are designated as Single Window Operator "A" w.e.f. 01.05.2010 and the Special Pay of Rs. 1,000/- payable to them is still paid to them in the form of pay as it has been merged with the Basic Pay. Only those persons amongst Single Window Operator "A" who were performing the additional duties of Single Window Operator "B" extracted above would be entitled to Rs. 1,500/- as Special Pay. Out of this Special Pay Rs. 1,000/- has been merged with the Basic Pay and the balance amount of Rs. 500/- is payable to them in case they are performing the additional duties of Single Window Operator "B".

16. It could be seen from the Claim Statement itself that a distinction was maintained between those who were having passing powers and other Clerical Staff who were working in different categories and an additional amount has been payable to those who were having the additional work of passing of cheques, etc. As per 8th Bipartite Settlement when the Clerical Staff were working in the 27 categories which are now converted into a single category of Single Window Operator "B", they were drawing a fixed allowance while working as Computer Operator "B" in addition to the work of Computer Operator "A". They were having passing powers and they were drawing a higher amount of Rs. 1100/- as Special Allowance. Thus it is clear that even as per the 8th Bipartite Settlement a distinction was maintained between those who were having the duties of dealing with higher amount and they were given an additional amount as allowance. As per the 9th Bipartite Settlement all the Clerical Staff who were earlier not getting any Special Pay were re-designated as Single Window Operator "A" and they were given Special Pay of Rs. 1,000/- which was to be merged with the Basic Pay. As per the 9th Bipartite Settlement those who were not entitled to Special Pay also are given Special Pay though it was merged with the Basic Pay while they were entrusted with the duties of Single window Operator A, having limited powers of dealing with the cash. In the case of Single Window Operator "B" they are given some larger powers and they are allowed an additional amount of Rs. 500/- as Special Pay. No doubt, Single Window Operator "A" are functioning as Single Window Operator "B" also but they perform the functions of Single Window Operator "B" only when they are specifically asked to do those duties. As seen from the Counter Statement of the Respondent this duty is given to Single Window Operators "A" in turn, the cycle being a period of three months. So all of them will be getting the opportunity to act as Single Window Operator "B". Only

at such time they are entitled to draw the Special Pay of Rs. 500/- that is allowed as per the 9th Bipartite Settlement. The claim of the petitioner is based on a wrong understanding of the relevant provisions. The petitioner is not entitled to any relief.

In view of my discussion above the reference is answered against the petitioner. An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner Union : None

For the 2nd Party/Management : None

Documents Marked :

On the Petitioner's side

Ex.No.	Date	Description
Ext.W1	28.04.2010	Extracts of relevant parts of the 9th Bipartite Settlement with regard to special allowances and duties
Ext.W2	06.06.2012	Indian Bank HO, HRM Department Circular 33/2012-13 regarding duties of Clerical Staff members in terms of 9th Bipartite Settlement
Ext.W3	16.12.2013	Petitioner Union letter IBEA/GEN/283 dated 16.12.2013 for invoking the provisions of Section-33 against recovery of allowances already paid to staff
Ext.W4	16.12.2013	Petitioner Union letter to the DGM, HRM Indian Bank informing about invocation Section-33 and request not to recover allowances already paid
Ext.W5	19.12.2013	Reply letter from Indian Bank Management for the above
Ext.W6	20.12.2013	Petitioner Union letter to Indian Bank Management reiterating their demand not to recover from staff allowances already paid
Ext.W7	28.01.2014	Letter by the Petitioner Union IBEA/GEN/6/2013-16 to ALC, Chennai raising an Industrial Dispute seeking directions to Indian Bank Management not to withdraw Special Pay of Rs. 500 and not to recover allowances already paid

Ext.W8 16.02.2015 Reply letter by Indian Bank Management for the above letter dated 28.01.2014

On the Management's side

Ex.No. Date Description

Nil

नई दिल्ली, 25 फरवरी, 2016

का.आ. 422.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 110/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 25.02.2016 को प्राप्त हुआ था।

[सं. एल-12012/120/98-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 25th February, 2016

S.O. 422.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/99) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 25.02.2016.

[No. L-12012/120/98-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/110/99

Smt.Lalita Sarthi, wife
Yashwant Sarthi, Kirti,
Vishal Sarthi & Usha Salam
LRs of Shri Moti Ram J.Sarthi,
Behind Lakari Dhaal Patharaguda,
Jagdarpur, PO Jagdarpur,
Bastar,

...Workman/LRs

Versus

Dy. General Manager,
Canara Bank,
CB Circle Office,
Marshall Road,
Parliament Street,
New Delhi

...Management

AWARD

Passed on this 7th day of December, 2015

1. As per letter dated 4-3-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/120/98/IR (B-II). The dispute under reference relates to:

“Whether the action of the management of Canara Bank, Circle Office, New Delhi in dismissing the services of Shri Moti Ram J.Sarthi from Bank is legal and justified? If not, to what relief he is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/1 to 2/6. The case of workman is that he was working as peon at Jagdalpur branch of 2nd party. His service record was unblemished. He was not served with any memo or chargesheet alleging misconduct. Ist time chargesheet was served on him on 28-5-94 alleging that on 23-2-94, he manhandled and slapped one Vinayswamy, Sub staff working in same branch. He denied charges filing reply to the chargesheet. Ist party workman has narrated incident on 21-2-91 around 4.50 PM. Vinayswamy was arranging calendars in Manager's cabin. When he went there and picked up few calendars, Shri Vinayak Swami attacked him and caught hold his collar. That he had anticipated such conduct from Shri Vinayak Swamy. He tried to separate from Vinayak Swami, other staff Sri Sharma came to the place of incident and separated them. Then Vinay Swamy picked up chair and assaulted them. Workman reported said incident to the Manager. However no action was taken against Shri Vinayak. Due to Union activities fractions were developed in the branch as he did not joined, he was kept alone by his colleague. He was physically and menally handicapped as he was placed under suspension, his son died on 14-3-94. Management conducted enquiry. Enquiry was not properly conducted. He was not allowed opportunity to cross-examine management's witness. The enquiry was conducted in violation of principles of natural justice. The findings of Enquiry Officer are illegal. Reiterating such contentions, workman prays for reinstatement.

3. 2nd party filed Written Statement at Page 10/1 to 10/14 opposing claim of workman. 2nd party submits that workman was posted as peon at Jagdalpur branch. As a result of misconduct committed by him, enquiry was held and ultimately workman was dismissed from service on 26-6-95. 2nd party reiterates that the enquiry was conducted as per rules. TA Advance was paid to workman for attending enquiry. However workman did not attend enquiry proceedings. On 22-2-95, enquiry was held at Jagdalpur. Workman though served with notice donot attend enquiry. On 23-2-95, Ist party appeared in the Enquiry Proceedings, his statement was recorded. Though opportunity was given for representation by co-worker, workman denied the same. The workman did not ask for cross-examination of

management's witness. Workman was given opportunity for his defence. The misconduct alleged in the chargesheet was proved. Considering the serious nature of proved misconduct, disciplinary authority imposed punishment of dismissal against workman. It is reiterated that dismissal of workman is proper and legal.

4. As per order dated 5-1-2015, enquiry conducted against workman is held vitiated. Workman died during pendency of the reference. Further enquiry could not be conducted. Management has not permitted to prove misconduct as workman was dead.

5. Considering pleadings on record and order on Enquiry Report, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- | | |
|--|---------------------|
| (i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings? | In Negative |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

6. **Point No.1, 2-** As discussed above, enquiry against workman is found illegal and vitiated as workman died during pendency of the reference, the management of 2nd party could not be permitted to prove misconduct in court. As such the misconduct alleged against workman is not proved. In view of the misconduct alleged against workman could not be proved, the enquiry was found vitiated, evidence in Enquiry Proceedings cannot be considered. As misconduct alleged against workman is not proved. Therefore punishment of dismissal against workman is illegal. For above reasons, I record my finding in Point No.1,2 in Negative.

7. **Point No.3-** In view of my finding in Point No.2, order of dismissal of workman is illegal, question arises whether the LR's of the deceased workman are entitled to full backwages. Appointment on compassionate ground as argued by learned counsel for Ist party Shri A.K.shashi. The term of reference doesnot include the claim for appointment on compassionate ground. The Tribunal cannot exceed the terms of reference. As enquiry is vitiated, workman died during pendency on 9-11-12, his LR's are brought on record. workman was dismissed on the ground that misconduct alleged against him having proved in the enquiry. As enquiry is found vitiated, misconduct alleged against workman are not proved, the deceased workman would be entitled to backwages from the date of his dismissal till his death. After death of workman, his LR's would be entitled to said benefit. Accordingly I record my finding in Point No.3.

8. In the result, award is passed as under:-

- (1) The action of the management of Canara Bank, Circle Office, New Delhi in dismissing the services of Shri Moti Ram J.Sarhi from Bank is not legal and proper. Order of dismissal is set-aside.
- (2) 2nd party is directed to pay wages/ salary of deceased workman from 26-6-95, date of dismissal till his death 9-11-12 to the LR of deceased workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 26 फरवरी, 2016

का.आ. 423.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैड पोस्ट ऑफिस, अम्बाला के प्रबंधन के संबंध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या एलसीए/235/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/02/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th February, 2016

S.O. 423.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. LCA/235/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Head Post Office, Ambala and their workman, which was received by the Central Government on 26/02/2016.

[No. L-42025/03/2016-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. LCA No. 235/2008

Registered on 10.11.2008

Late Sh. Ram Sarup, Ex.ED BPM,
V&PO Lakhnaura, Tehsil Naraingarh,
District Ambala, Through Raj Pal Son
LR of the deceased

...Petitioner

Versus

1. The Chief Post Master General, Haryana Circle, Ambala.
 2. The Senior Superintendent of Post Offices, Ambala Division, Ambala.
 3. The Post Master, Head Post Office, Ambala City
- ...Respondents

APPEARANCES :

For the workman : Sh. R.P. Mehra, Adv.

For the Management : Sh. Ravinder Pal, Adv.

AWARD

Passed on :- 15.01.2016

This claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947(hereinafter called the 'Act'), has been filed by the LR of Sh. Ram Sarup to recover balance amount of Gratuity under the Payment of Gratuity Act, 1972; pleading that his father Sh. Ram Sarup was appointed as Extra Departmental Branch Post Master in 1964. He served till March, 1999.

Sh. Ram Sarup has expired on 1.8.2000 and he was paid a sum of Rs.18,000/- on account of Gratuity, which is a very small amount and the amount payable, be computed and paid to him.

Respondent-management filed written reply, pleading that gratuity as Rs.18,000/- was paid as per service rules and no amount is due.

The applicant did not lead any evidence.

On the other hand, Sh. S.K. Sharma was examined by the respondent-management.

It was argued by Sh. R.P. Mehra, that deceased Sh. Ram Sarup served for 34 years and was to be paid gratuity of more amount than Rs.18,000/- and the balance amount be calculated and be paid to the applicant.

It may be added that claimant has been claiming gratuity under the Payment of Gratuity Act, 1972; but under the said Act, only the 'Controlling Authority' appointed under the Act, has the power to decide the matter relating to gratuity and Section 14 bars the jurisdiction of any other forum. Section 14 read as follow:-

"Act to override other enactments, etc.-The provisions of this Act or any rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any enactment other than this Act or in any instrument or contract having effect by virtue of any enactment other than this Act."

Thus, the present application is not maintainable in this Court and the same is dismissed.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 फरवरी, 2016

AWARD

Passed on : 15.01.2016

का.आ. 424.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैड पोस्ट ऑफिस, अम्बाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या एलसीए/237/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/02/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th February, 2016

S.O. 424.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. LCA/237/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Head Post Office, Ambala and their workman, which was received by the Central Government on 26/02/2016.

[No. L-42025/03/2016-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

Present : Sri Kewal Krishan, Presiding Officer**Case No. LCA No. 237/2008**

Registered on 10.11.2008

Smt. Jayanti Devi W/o late
Sh. Mam Raj, Ex EDBPM
V & PO Hamid Pur,
Tehsil Naraingarh,
District Ambala

...Petitioner

Versus

1. The Chief Post Master General,
Haryana Circle, Ambala
2. The Senior Superintendent of
Post Offices, Ambala Division,
Ambala
3. The Post Master,
Head Post Office,
Ambala City

...Respondents

APPEARANCES:

For the workman : Sh. R.P. Mehra, Adv.

For the Management : Sh. Ravinder Pal, Adv.

Smt. Jayanti Devi has filed this claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947(hereinafter called the 'Act'); on the averments that her husband Late Sh. Mam Raj was appointed as Extra Departmental Branch Post Master on 17.11.1976, who rendered service of 24 years. He expired on 26.12.2000. The respondent-management paid Rs.18,000/- on account of gratuity which is lesser amount than payable under the Payment of Gratuity Act, 1972.

Respondent-management filed written reply pleading that a sum of Rs.18,000/- was paid to the applicant and no amount is due.

In support of her case Smt. Jayanti Devi appeared in the witness-box and filed two annexures(Annexure A-1 and Annexure A-2).

On the other hand Sh. S.K. Sharma was examined, who filed his affidavit reiterating the case of the respondent-management.

I have heard Sh. R.P. Mehra for the workman and Sh. Ravinder Pal for the management and perused the file.

It is not disputed that Late Sh. Mam Raj served the department for 24 years. According to the respondent-management, a sum of Rs.18,000/- was sanctioned and paid as gratuity as provided under the rules. The applicant averred in the application that gratuity has not been calculated under the provisions of the 'Acts' but did not mention the Acts under which the gratuity was to be paid more than the amount paid to her by the department. In Annexure A-1, the amount has been calculated as Rs.38381/- but it is not clear how the last wages drawn by the workman were calculated. Since under the service rules, as applicable to the workman, Rs.18,000/- was to be paid on account of the gratuity and therefore, the amount as mentioned in Annexure A-1, is not payable to the applicant.

It seems that amount of gratuity have been claimed under the Payment of Gratuity Act, 1972, under which only the "Controlling Authority" appointed under the Act has a right to decide the matter and Section 14 of the said Act excludes jurisdiction of this Court which reads as follow:-

"Act to override other enactments, etc.-The provisions of this Act or any rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any enactment other than this Act or in any instrument or contract having effect by virtue of any enactment other than this Act."

In result, the applicant is not entitled to recover any amount. Accordingly the application is dismissed.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 फरवरी, 2016

AWARD

Passed on : 15.01.2016

का.आ. 425.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैड पोस्ट ऑफिस, अम्बाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या एलसीए/243/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/02/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th February, 2016

S.O. 425.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. LCA/243/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Head Post Office, Ambala and their workman, which was received by the Central Government on 26/02/2016.

[No.L-42025/03/2016-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. LCA No. 243/2008

Registered on 17.12.2008

Sh. Mohinder Lal S/o

Late Sh. Damodar Das, Ex. EDBPM,

V&PO Bhurewala, Teh. Naraingarh,

District Ambala

...Petitioner

Versus

1. The Chief Post Master General,
Haryana Circle, Ambala

2. The Senior Superintendent of
Post Offices, Ambala Division,
Ambala

3. The Post Master,
Head Post Office,
Ambala City

...Respondents

APPEARANCES:

For the workman : Sh. R.P. Mehra, Adv.

For the Management : Sh. Ravinder Pal, Adv.

Sh. Mohinder Lal, workman has filed this claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947(hereinafter called the 'Act'), pleading that his father Sh. Damodar Das was appointed as Extra Departmental Branch Post Master on 30.9.1963 and he retired from service in 2001 on attaining the age of 65 years. It is further pleaded that he was paid Rs.30,000/- as Severance Allowance and Rs.18,000/- as Gratuity as per service rules on account of retiral benefits.

It is further pleaded that Sh. Damodar Das might have received a basic pay of Rs.1720/- along with D.A. @ 43% and total emoluments of Rs.2460/-. The amount of Rs.2838/- was calculated for the payment of gratuity and gratuity was to be paid @ of Rs.1419/- which comes to Rs.53213/- for 37 years. But the department paid only Rs.18,000/-. Now his son has claimed the amount of Rs.67951/-.

Respondent-management filed written reply admitting the services of Sh. Damodar Das and further pleaded that he was paid gratuity etc. under the service rules applicable to him. That Sh. Damodar Das retired in the year 2001 and now his son has filed the present application after expiry of period of 7 years.

Parties were given opportunity to lead evidence.

In support of his case, Sh. Mohinder Lal, workman appeared in the witness-box and filed two annexures(Annexure A-1 and Annexure A-2).

In Annexure A-1, some calculations have been mentioned.

On the other hand, Sh. S.K. Sharma, Senior Supdt. was examined by the respondent-management, who filed his affidavit supporting the case of the respondent-management.

I have heard Sh. R.P. Mehra for the workman and Sh. Ravinder Pal for the management and perused the file.

It was contended by Sh. R.P. Mehra, learned counsel for the workman, that a sum of Rs.53213/- was payable on account of gratuity to Sh. Damodar Das, who was paid only Rs.18,000/- and therefore, he is entitled to recover the balance amount along with interest.

I have considered the contention of the learned counsel and am unable to accrue him. It is mentioned in para 2 of the claim application that Sh. Damodar Das was paid Rs.30,000/- as severance allowance, Rs.18,000/- as gratuity as per departmental service rules on his retirement. When the retirement benefits were paid as per service rules, as pleaded by the applicant himself, it cannot be said that any more amount was payable to Sh. Damodar Das on account of gratuity.

In para 6 of the claim petition, the applicant has mentioned the basic pay and mentioned that Sh. Damodar Das might have received basic pay of Rs.1720/- along with D.A. @ 43%. But there is no supporting evidence to prove this fact and therefore, the calculation made by the applicant on account of said amounts, cannot be held to be valid.

It may also be added that applicant has claimed the balance amount of gratuity under the payment of gratuity act 1972. Under the said act, only the “Controlling Authority” appointed under the said act has the right to decide the matter in controversy and Section 14 of the Act bar the jurisdiction of any other authority and it reads as follow:-

“Act to override other enactments, etc.-The provisions of this Act or any rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any enactment other than this Act or in any instrument or contract having effect by virtue of any enactment other than this Act.”

Thus, the provisions of the payment of Gratuity Act override the provisions contained in any other enactment. In these circumstances, the contention of the learned counsel, that this Court has jurisdiction to decide the matter as per III Schedule, Clause V, of the Industrial Disputes Act, 1947 has not merit.

In result, it is held that claimant is not entitled to recover any amount and his claim petition being without merit is dismissed.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 फरवरी, 2016

का.आ. 426.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैड पोस्ट ऑफिस, अम्बाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या एलसीए/244/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/02/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th February, 2016

S.O. 426.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. LCA/244/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Head Post Office,

Ambala and their workman, which was received by the Central Government on 26/02/2016.

[No. L-42025/03/2016-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. LCA No. 244/2008

Registered on 18.12.2008

Sh. Harbans Lal, retired EDDA,
from Village Bhurewala,
Tehsil Naraingarh,
District Ambala

...Petitioner

Versus

1. The Chief Post Master General,
Haryana Circle,
Ambala

2. The Senior Superintendent
of Post Offices,
Ambala Division,
Ambala

3. The Post Master,
Head Post Office,
Ambala City

...Respondents

APPEARANCES

For the workman : Sh. R.P. Mehra, Adv.

For the Management : Sh. Ravinder Pal, Adv.

AWARD

Passed on : 15.01.2016

Sh. Harbans Lal has filed this claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947(hereinafter called the 'Act'), on the averments that he was appointed as EDDA on 14.9.1968 and served till 24.10.1998. He was paid Rs.6,000/- as gratuity on retirement. That he is entitled to gratuity under the Payment of Gratuity Act, 1972. The amount be calculated and be paid to him.

Respondent-management filed written reply pleading that the amount of Rs.6,000/-as gratuity was paid to the workman as provided under the rules. Workman has agitated the matter after 10 years. That this Tribunal cannot be award gratuity in view of the provisions of the Gratuity Act, 1972.

In support of his case, Sh. Ram Kumar, son of the deceased, appeared in the witness-box and filed two annexures (Annexure A-1 and Annexure A-2), mentioning

certain calculations to the effect that a sum of Rs.34,689/- is due from the respondent-management.

On the other hand, Sh. S.K. Sharma was examined by the respondent-management, who filed his affidavit.

It was argued by Sh. R.P. Mehra, counsel for the workman that the workman has rendered 30 years of service and he is entitled to more gratuity under the payment of Gratuity Act than the amount of Rs.6,000/- as given by the respondent-management.

I have considered the contention of the learned counsel.

It is not disputed that a sum of Rs.6,000/- was paid to the workman on his retirement as gratuity. Now the workman has been claiming more amount on account of gratuity under the payment of Gratuity Act, 1972. Under the said Act, the question of payment of gratuity is to be decided by "Controlling Authority" as appointed under the said act and Section 14 of the said Act excludes the jurisdiction of any other forum under any other enactment and it reads as follow:-

"Act to override other enactments, etc.-The provisions of this Act or any rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any enactment other than this Act or in any instrument or contract having effect by virtue of any enactment other than this Act."

In result, it is held that the present application under the Payment of Gratuity Act, 1972 is not maintainable in this Court and the same is dismissed.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 26 फरवरी, 2016

का.आ. 427.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हैड पोस्ट ऑफिस, अम्बाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-II, चंडीगढ़ के पंचाट (संदर्भ संख्या एलसीए/246/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26/02/2016 को प्राप्त हुआ था।

[सं. एल-42025/03/2016-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 26th February, 2016

S.O. 427.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. LCA/246/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of the Head Post Office, Ambala and their workman, which was received by the Central Government on 26/02/2016.

[No. L-42025/03/2016-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri Kewal Krishan, Presiding Officer

Case No. LCA No. 246/2008

Registered on 18.12.2008

Smt. Shushma Sawhney W/o
late Sh. Jai Parkash,
R/o House No.117,
Ward No.3, Naraingarh,
Teh. Naraingarh,
District Ambala

...Petitioner

Versus

1. The Chief Post Master General,
Haryana Circle,
Ambala
2. The Senior Superintendent
of Post Offices,
Ambala Division,
Ambala
3. The Post Master,
Head Post Office,
Ambala City

...Respondents

APPEARANCES

For the workman : Sh. R.P. Mehra, Adv.

For the Management : Sh. Ravinder Pal, Adv.

AWARD

Passed on : 15.01.2016

Smt. Shushma Sawhney has filed this claim application under Section 33(C)(2) of the Industrial Disputes Act, 1947(hereinafter called the 'Act'), to claim the gratuity under the Payment of Gratuity Act, 1972; on the averments that her husband Sh. Jai Parkash was appointed as Extra Departmental Branch Post Master on 10.10.1995 and breathed his last on 17.5.2004. He was entitled to gratuity under the payment of Gratuity Act, 1972, but the same has not been paid to her.

Respondent-management filed written reply pleading that the husband of the applicant rendered service of 8 years and 7 months and since service was less than 10 years, exgratia gratuity was not payable.

In support of his case, Smt. Shushma appeared in the witness-box and filed annexure(Annexure A-1), mentioning certain calculations and calculated the amount of gratuity of Rs.23,575/-.

On the other hand, Sh. S.K. Sharma, Senior Supdt. was examined by the respondent-management, who filed his affidavit supporting the case of the respondent-management.

I have heard Sh. R.P. Mehra for the workman and Sh. Ravinder Pal for the management and perused the file.

It was contended by Sh. R.P. Mehra, learned counsel for the applicant that the husband of the applicant served the respondent-management for the period from 10.10.1995 to 17.5.2000 and therefore, gratuity is to be paid as per Annexure A-1 and the said amount be paid to the applicant.

Suffice to say that the husband of the applicant rendered a service only 8 years and 7 months and the exgratia gratuity was to be paid to the employees, who rendered 10 years of service. Since the deceased did not serve for the prescribed period under the rules, he was not entitled to any gratuity and consequently, the applicant has no right to claim any amount by way of gratuity.

It may also be added that applicant has claimed the gratuity under the payment of Gratuity Act 1972. Under the said act, only the "Controlling Authority" appointed under the said act has a right to decide the matter in controversy and no other forum can decide the matter in controversy. Section 14 of the Act, read as follow:-

"Act to override other enactments, etc.-The provisions of this Act or any rule made thereunder shall have effect notwithstanding anything inconsistent therewith contained in any enactment other than this Act or in any instrument or contract having effect by virtue of any enactment other than this Act."

In the given circumstances, this application being not maintainable is dismissed.

KEWAL KRISHAN, Presiding Officer

नई दिल्ली, 29 फरवरी, 2016

का.आ. 428.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-नरुकरा, तालुक-एरनाड, जिला-मलप्पुरम ।

[सं. एस-38013/10/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 428.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Narukara in Eranad Taluk of Malappuram District.

[No. S-38013/10/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 429.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-वलंबूर, तालुक-एरनाड, जिला-मलप्पुरम ।

[सं. एस-38013/11/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 429.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Valambur in Eranad Taluk of Malappuram District.

[No. S-38013/11/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 430.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस

तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-अंगाडिप्पुरम, तालुक-पेरिन्तलमन्ना,
जिला-मलप्पुरम ।

[सं. एस-38013/12/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 430.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Angadipuram in Perinthalmanna Taluk of Malappuram District.

[No. S-38013/12/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 431.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-ताषेकोड, तालुक-पेरिन्तलमन्ना,
जिला-मलप्पुरम ।

[सं. एस-38013/13/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 431.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections

77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Thazhekod in Perinthalmanna Taluk of Malappuram District.

[No. S-38013/13/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 432.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-मंकड़ा, तालुक-पेरिन्तलमन्ना,
जिला-मलप्पुरम ।

[सं. एस-38013/14/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 432.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Mankada in Perinthalmanna Taluk of Malappuram District.

[No. S-38013/14/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 433.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-पत्तायिक्करा, तालुक-पेरिन्तलमन्ना,
जिला-मलप्पुरम ।

[सं. एस-38013/15/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 433.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Pathaikara in Perinthalmanna
Taluk of Malappuram District.

[No. S-38013/15/2016-S.S. I]

AJAY MALIK, Under Secy.

नई दिल्ली, 29 फरवरी, 2016

का.आ. 434.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 2016 को उस

तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

रेवेन्यु विल्लेज-आनमंगाड, तालुक-पेरिन्तलमन्ना,
जिला-मलप्पुरम ।

[सं. एस-38013/16/2016-एस.एस. I]

अजय मलिक, अवर सचिव

New Delhi, the 29th February, 2016

S.O. 434.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March, 2016 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely :—

Revenue Village of Anamangad in Perinthalmanna
Taluk of Malappuram District.

[No. S-38013/16/2016-S.S. I]

AJAY MALIK, Under Secy.